

STANDARD FORM 1449 (REV 4/2002)  
Prescribed by GSA  
FAR (48 CFR) 53.212

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

PAGE 2 OF 115

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT ( <i>Location</i> )
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	\$50,000.00 FOR PRESERVATION FFP Montville House Demolition to include Demolition and removal of a dwelling and wooden sheds, including utilities, fences, metal trailers, vehicles, and all debris and structures on the property. The property shall be graded and all bare areas shall be seeded after demolition and removal of debris offsite. (SEE ATTACHED SCOPE OF WORK) PURCHASE REQUEST NUMBER: W16ROE-4106-7935	1	Lump Sum		
					<hr/>
					NET AMT

SCOPE OF SERVICES

DEMOLITION  
09/03

**PART 1 GENERAL**

**1.1 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A10.6 (1990; R 1998) Safety Requirements for Demolition operations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2003) Safety and Health Requirements Manual

## 1.2 GENERAL REQUIREMENTS

- \* The Contractor must provide a demolition and an asbestos abatement plan for approval by the Contracting Officer.
- \* Do not begin demolition until authorization is received from the Contracting Officer.
- \* Removal and disposal of asbestos and all other environment related issues must be accomplished first, before demolition of the building can start.
- \* All work shall be accomplished in accordance with current Federal, State, and local rules and regulations, standard engineering procedures and practices, USACE EM-385-1-1 Safety and Health Requirements, control plan, and specifications.

### 1.2.1 Description of Work

The work includes but may not be limited to the following: demolition and removal of a house; demolition and removal of 3 wooden sheds; removal of 2 cars; removal of 5 metal trailers; removal of 3 empty metal drums; demolition and removal of a metal antenna tower, a wooden deck, a wooden fence and a chain link fence, located at Block 41, Lot 7, Montville, New Jersey and Block 3, Lot 30.7, Lincoln Park, New Jersey. All visible rubbish, debris, and structures shall be removed from the project site. Accumulation of debris inside or outside of structures during prosecution of work is not permitted. The septic tank contents shall be removed and the tank shall be removed. The outhouse pit shall be emptied. The pit shall be filled with satisfactory fill. The sanitary sewer line shall be capped and abandoned in place. The property shall be graded and all bare areas shall be seeded. In the interest of occupational safety and health, the work shall be performed in accordance with EM 385-1-1, Section 23, Demolition, and other applicable Sections.

The house is a one-story, plus basement, two bedrooms, one-bath ranch style dwelling. The building has a gross area of 962 square feet above grade with a width of 24 feet and a depth of 38 feet, with an 8.25' x 6' entrance way on one side. The building has a full basement. The dwelling has an asphalt shingled gable roof, dry wall interior walls and ceilings, and a concrete block foundation.

The deck is 20.5' x 18.5'. There are an approximately 60' x 16' wooden shed with a metal roof, an approximately 15' x 10' wooden shed and an approximately 3' x 3' wooden shed. One metal trailer

is approximately 18' x 8'. Three metal trailers are approximately 30' x 8' each. One metal trailer is approximately 32' x 8'. The trailers have no electrical or plumbing connections. The wooden fence has 3 rails. There is approximately 400' of fence to be removed. The fence gate across the driveway shall be left in place.

There are overhead telephone and electric utilities going into the house. There is a pole-mounted transformer and flood light fixture on one of the utility poles serving the property. The Contractor shall coordinate with Jersey Power & Light for the removal of the transformer, flood light and overhead electric wires where they enter the property.

The site is accessible via a gravel road up to the right bend, and after the right bend the road is just dirt (see plan). It is over 4,000 feet from the project site to the nearest public road. The dirt portion of the road has many potholes. This portion of the road is approximately 11.5' wide. There is room on the property for the construction vehicles to turn around. At completion of construction, the road north of the fence gate across the driveway shall be left in the same or better condition as when the project began. The road south of the fence gate across the driveway shall be graded and seeded.

The well shall be sealed according to the requirements described in NJAC 7:9D-3, Requirements and Procedures for Decommissioning Wells. The requirements can be found at [http://www.state.nj.us/dep/watersupply/NJAC7\\_9D.pdf](http://www.state.nj.us/dep/watersupply/NJAC7_9D.pdf). The well shall be closed by a NJ licensed well driller. The water line shall be capped and abandoned in place.

There is no gas line to the property.

Due to the age of the building, painted surfaces shall be assumed to contain lead-based paint. The Contractor shall take adequate precautions (wetting during demolition) to minimize and control lead dust emission during demolition and removal. Precautions shall be detailed in the Contractor's Demolition Plan and must be approved by the Contracting Officer prior to the start of work. The requirements of 29 CFR 1926.62, Lead in Construction Standards, shall be followed by the Contractor during demolition activities. Lead shall be disposed of in accordance with Federal, State and local requirements.

### ***1.3 SUBMITTALS***

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a

designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with the section entitled "SUBMITTAL PROCEDURES":

#### SD-07 Certificates

Demolition plan;G, RO

Notifications;G, RO

Notification of Demolition and Renovation forms;G, RO

Submit proposed demolition and removal procedures to the Contracting Officer for approval before work is started.

#### SD-11 Closeout Submittals

##### Receipts

Receipts or bills of lading, as specified.

### **1.4 REGULATORY AND SAFETY REQUIREMENTS**

Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the "Contract Clauses," safety requirements shall conform with ANSI A10.6.

The Contractor shall be required to secure all required permits and approvals from the State and local municipalities.

#### 1.4.1 Notifications

##### 1.4.1.1 General Requirements

Furnish timely notification of demolition projects to Federal, State, regional, and local authorities in accordance with 40 CFR 61-SUBPART M. Notify the Contracting Officer in writing 10 working days prior to the commencement of work in accordance with 40 CFR 61-SUBPART M.

#### 1.4.2 Receipts

Submit a shipping receipt or bill of lading for all containers of ozone depleting substance (ODS) shipped to the Defense Depot, Richmond, Virginia.

### **1.5 DUST AND DEBRIS CONTROL**

Avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.

## **1.6 PROTECTION**

### **1.6.1 Existing Work**

Before beginning any demolition work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the work. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract. Do not overload structural elements. Repairs, reinforcement, or structural replacement must have Contracting Officer approval.

### **1.6.2 Facilities**

Floors, roofs, walls, columns, pilasters, and other structural components that are designed and constructed to stand without lateral support or shoring, and are determined to be in stable condition, shall remain standing without additional bracing, shoring, or lateral support until demolished, unless directed otherwise by the Contracting Officer. The Contractor shall ensure that no elements determined to be unstable are left unsupported and shall be responsible for placing and securing bracing, shoring, or lateral supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

### **1.6.3 Protection of Personnel**

During the demolition work the Contractor shall continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition site. No area, section, or component of floors, roofs, walls, columns, pilasters, or other structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workmen remove debris or perform other work in the immediate area.

## **1.7 BURNING**

The use of burning at the project site for the disposal of refuse and debris will not be permitted.

## **1.8 REQUIRED DATA**

Demolition plan shall include a disconnection schedule of utility services, a detailed description of methods and equipment to be used for each operation and the sequence of operations. Include statements affirming Contractor inspection of the existing roof deck and its suitability to perform as a safe working platform or if inspection reveals a safety hazard to workers, state provisions for securing the safety of the workers throughout the performance of the work. The procedures shall provide for safe conduct of the work in accordance with EM 385-1-1.

## **1.9 ENVIRONMENTAL PROTECTION**

The work shall comply with the requirements of the section entitled "ENVIRONMENTAL PROTECTION".

## **1.10 USE OF EXPLOSIVES**

Use of explosives will not be permitted.

## **PART 2 PRODUCTS**

Not used.

## **PART 3 EXECUTION**

### **3.1 EXISTING FACILITIES TO BE REMOVED**

#### **3.1.1 Structures**

Existing structures indicated shall be removed in their entirety. The basement slab of the house shall be totally removed. Interior and exterior walls shall also be totally removed.

#### **3.1.2 Utilities and Related Equipment**

Remove all existing utilities or have the appropriate utility company remove utilities and terminate in a manner conforming to the nationally recognized code covering the specific utility and approved by the Contracting Officer. Remove meters and related equipment.

#### **3.1.3 Paving and Slabs**

Remove concrete and asphaltic concrete sidewalks including aggregate base in its entirety.



#### 3.1.4 Roofing

Remove existing roof system and associated components in their entirety.

#### 3.1.5 Air Conditioning Equipment

Remove air conditioning equipment without releasing chlorofluorocarbon refrigerants to the atmosphere in accordance with the Clean Air Act Amendment of 1990.

### 3.2 FILLING

Holes, open basements and other hazardous openings shall be filled in accordance with the section entitled "EARTHWORK".

### 3.3 DISPOSITION OF MATERIAL

#### 3.3.1 Title to Materials

Except where specified in other sections, all materials and equipment removed shall become the property of the Contractor and shall be removed from project site. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Contracting Officer of the Contractor's demolition and removal procedures, and authorization by the Contracting Officer to begin demolition. The Government will not be responsible for the condition or loss of, or damage to, such property after contract award. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

#### 3.3.2 Disposal of Ozone Depleting Substance (ODS)

Class I and Class II ODS are defined in Section, 602(a) and (b), of the Clean Air Act. Prevent discharge of Class I and Class II ODS to the atmosphere. Place recovered ODS in cylinders meeting ARI Guideline K suitable for the type ODS (filled to no more than 80 percent capacity) and provide appropriate labeling. Recovered ODS shall be removed from Government property and dispose of in accordance with 40 CFR 82. Products, equipment and appliances containing ODS in a sealed, self-contained system (e.g. residential refrigerators and window air conditioners) shall be disposed of in accordance with 40 CFR 82.

##### 3.3.2.1 Special Instructions

Each container shall have in it no more than one type of ODS. A warning/hazardous label shall be applied to the containers in

accordance with Department of Transportation regulations. All cylinders including but not limited to fire extinguishers, spheres, or canisters containing an ODS shall have a tag with the following information:

- a. Activity name and unit identification code
- b. Activity point of contact and phone number
- c. Type of ODS and pounds of ODS contained
- d. Date of shipment
- e. Naval stock number (for information, call (804) 279-4525).

### 3.3.3 Unsalvageable Material

Concrete, masonry, and other noncombustible material shall be disposed of off the project site. Combustible material shall be disposed of off the project site.

## 3.4 *CLEANUP*

### 3.4.1 Debris and Rubbish

Debris and rubbish shall be removed from basement and similar excavations. Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

## PART 1 GENERAL

### 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION  
OFFICIALS (AASHTO)

AASHTO T 180 (2001) Moisture-Density Relations of  
Soils Using a 4.54-kg (10-lb) Rammer and  
an 457-mm (18-in) Drop

AASHTO T 224 (2001) Correction for Coarse Particles  
in the Soil Compaction Test

ASTM INTERNATIONAL (ASTM)

ASTM C 136 (2001) Sieve Analysis of Fine and Coarse  
Aggregates

ASTM D 1140 (2000) Amount of Material in Soils Finer  
than the No. 200 (75-micrometer) Sieve

ASTM D 1556 (2000) Density and Unit Weight of Soil  
in Place by the Sand-Cone Method

ASTM D 1557 (2002) Laboratory Compaction  
Characteristics of Soil Using Modified  
Effort (56,000 ft-lbf/cu. ft. (2,700 kN-  
m/cu.m.))

ASTM D 2167 (1994; R 2001) Density and Unit Weight  
of Soil in Place by the Rubber Balloon  
Method

ASTM D 2487 (2000) Soils for Engineering Purposes  
(Unified Soil Classification System)

ASTM D 2922	(2001) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 2937	(2000e1) Density of Soil in Place by the Drive-Cylinder Method
ASTM D 3017	(2001) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 422	(1963; R 2002) Particle-Size Analysis of Soils
ASTM D 4318	(2000) Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D 698	(2000a) Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/cu. ft. (600 kN-m/cu. m.))

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2003) Safety and Health Requirements Manual
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### **1.3 DEFINITIONS**

#### **1.4.1 Satisfactory Materials**

Satisfactory materials shall comprise any materials classified by ASTM D 2487 as GW, GP, GM, GP-GM, GW-GM, GC, GP-GC, GM-GC, SW, SP, SM, SW-SM, SC, SW-SC, SP-SM, SP-SC. Satisfactory materials for grading shall be comprised of stones less than 8 inches, except for fill material for pavements and railroads which shall be comprised of stones less than 3 inches in any dimension.

#### **1.2.2 Unsatisfactory Materials**

Materials which do not comply with the requirements for satisfactory materials are unsatisfactory. Unsatisfactory materials also include man-made fills; trash; refuse; backfills from previous construction; and material classified as satisfactory which contains root and other organic matter or frozen material. The Contracting Officer shall be notified of any contaminated materials.

#### **1.2.3 Cohesionless and Cohesive Materials**

Cohesionless materials include materials classified in ASTM D 2487 as GW, GP, SW, and SP. Cohesive materials include materials classified as GC, SC, ML, CL, MH, and CH. Materials classified as

GM and SM will be identified as cohesionless only when the fines are nonplastic. Testing required for classifying materials shall be in accordance with ASTM D 4318, ASTM C 136, ASTM D 422, and ASTM D 1140.

#### 1.2.4 Degree of Compaction

Degree of compaction required, except as noted in the second sentence, is expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557 abbreviated as a percent of laboratory maximum density. Since ASTM D 1557 applies only to soils that have 30 percent or less by weight of their particles retained on the 3/4 inch sieve, the degree of compaction for material having more than 30 percent by weight of their particles retained on the 3/4 inch sieve shall be expressed as a percentage of the maximum density in accordance with AASHTO T 180 Method D and corrected with AASHTO T 224. To maintain the same percentage of coarse material, the "remove and replace" procedure as described in the NOTE 8 in Paragraph 7.2 of AASHTO T 180 shall be used. The degree of compaction shall be 85% maximum density up to 1 foot below the surface and 95% maximum density for the last 1 foot.

#### 1.2.5 Topsoil

Material suitable for topsoils obtained from offsite areas is defined as: Natural, friable soil representative of productive, well-drained soils in the area, free of subsoil, stumps, rocks larger than one inch diameter, brush, weeds, toxic substances, and other material detrimental to plant growth. Amend topsoil pH range to obtain a pH of 5.5 to 7.

### 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with the section entitled "SUBMITTAL PROCEDURES":

SD-03 Product Data

Utilization of Excavated Materials;G, RE  
Opening of any Excavation or Borrow Pit

Procedure and location for disposal of unused satisfactory material. Proposed source of borrow material. Notification of encountering rock in the project. Advance notice on the opening of excavation or borrow areas. Advance notice on shoulder construction for rigid pavements.

#### SD-06 Test Reports

##### Testing Borrow Site Testing

Within 24 hours of conclusion of physical tests, 3 copies of test results, including calibration curves and results of calibration tests. Results of testing at the borrow site.

#### SD-07 Certificates

##### Testing

Qualifications of the commercial testing laboratory or Contractor's testing facilities.

### ***1.4 CLASSIFICATION OF EXCAVATION***

No consideration will be given to the nature of the materials, and all excavation will be designated as unclassified excavation.

## **PART 2 PRODUCTS**

### ***2.1 REQUIREMENTS FOR OFFSITE SOILS***

Offsite soils brought in for use as backfill shall be tested for TPH, BTEX and full TCLP including ignitability, corrosivity and reactivity. Backfill shall contain less than 100 parts per million (ppm) of total petroleum hydrocarbons (TPH) and less than 10 ppm of the sum of Benzene, Toluene, Ethyl Benzene, and Xylene (BTEX) and shall not fail the TCPL test. TPH concentrations shall be determined by using EPA 600/4-79/020 Method 418.1. BTEX concentrations shall be determined by using EPA 530/F-93/004 Method 5030/8020. TCLP shall be performed in accordance with EPA 530/F-93/004 Method 1311. Provide Borrow Site Testing for TPH, BTEX and TCLP from a composite sample of material from the borrow site, with at least one test from each borrow site. Material shall not be brought on site until tests have been approved by the Contracting Officer.

## **PART 3 EXECUTION**

### **3.1 STRIPPING OF TOPSOIL**

Where indicated or directed, topsoil shall be stripped to a depth of 8 inches. Topsoil shall be spread on areas already graded and prepared for topsoil, or transported and deposited in stockpiles convenient to areas that are to receive application of the topsoil later, or at locations indicated or specified. Topsoil shall be kept separate from other excavated materials, brush, litter, objectionable weeds, roots, stones larger than 2 inches in diameter, and other materials that would interfere with planting and maintenance operations. Any surplus of topsoil from excavations and grading shall be removed from the site.

### **3.2 GENERAL EXCAVATION**

The Contractor shall perform excavation of every type of material encountered within the limits of the project to the lines, grades, and elevations indicated and as specified. Grading shall be in conformity with the typical sections shown and the tolerances specified in paragraph FINISHING. Satisfactory excavated materials shall be transported to and placed in fill or embankment within the limits of the work. Unsatisfactory materials encountered within the limits of the work shall be excavated below grade and replaced with satisfactory materials as directed. Such excavated material and the satisfactory material ordered as replacement shall be included in excavation. Surplus satisfactory excavated material not required for fill or embankment shall be disposed of in areas approved for surplus material storage or designated waste areas. Unsatisfactory excavated material shall be disposed of in designated waste or spoil areas. During construction, excavation and fill shall be performed in a manner and sequence that will provide proper drainage at all times. Material required for fill or embankment in excess of that produced by excavation within the grading limits shall be excavated from the borrow areas indicated or from other approved areas selected by the Contractor as specified.

#### **3.2.1 Drainage**

Provide for the collection and disposal of surface and subsurface water encountered during construction. Completely drain construction site during periods of construction to keep soil materials sufficiently dry. The Contractor shall establish/construct storm drainage features (ponds/basins) at the earliest stages of site development, and throughout construction grade the construction area to provide positive surface water runoff away from the construction activity and/or provide temporary ditches, swales, and other drainage features and equipment as

required to maintain dry soils. When unsuitable working platforms for equipment operation and unsuitable soil support for subsequent construction features develop, remove unsuitable material and provide new soil material as specified herein. It is the responsibility of the Contractor to assess the soil and ground water conditions presented by the plans and specifications and to employ necessary measures to permit construction to proceed.

### 3.2.2 Dewatering

Groundwater flowing toward or into excavations shall be controlled to prevent sloughing of excavation slopes and walls, boils, uplift and heave in the excavation and to eliminate interference with orderly progress of construction. French drains, sumps, ditches or trenches will not be permitted within 3 feet of the foundation of any structure, except with specific written approval, and after specific contractual provisions for restoration of the foundation area have been made. Control measures shall be taken by the time the excavation reaches the water level in order to maintain the integrity of the in situ material. While the excavation is open, the water level shall be maintained continuously, at least 3 feet below the working level.

### 3.3 *SELECTION OF BORROW MATERIAL*

Borrow material shall be selected to meet the requirements and conditions of the particular fill or embankment for which it is to be used. Borrow material shall be obtained from the borrow areas within the limits of the project site, selected by the Contractor or from approved private sources. Unless otherwise provided in the contract, the Contractor shall obtain from the owners the right to procure material, pay royalties and other charges involved, and bear the expense of developing the sources, including rights-of-way for hauling. Borrow material from approved sources on Government-controlled land may be obtained without payment of royalties. Unless specifically provided, no borrow shall be obtained within the limits of the project site without prior written approval. Necessary clearing, grubbing, and satisfactory drainage of borrow pits and the disposal of debris thereon shall be considered related operations to the borrow excavation.

### 3.4 *OPENING AND DRAINAGE OF EXCAVATION AND BORROW PITS*

The Contractor shall notify the Contracting Officer sufficiently in advance of the **opening of any excavation or borrow pit** to permit elevations and measurements of the undisturbed ground surface to be taken. Except as otherwise permitted, borrow pits and other excavation areas shall be excavated providing adequate drainage. Overburden and other spoil material shall be transported to designated spoil areas or otherwise disposed of as directed. Borrow pits shall be neatly trimmed and drained after the



excavation is completed. The Contractor shall ensure that excavations of any area, operation of borrow pits, or dumping of spoil material results in minimum detrimental effects on natural environmental conditions.

### **3.5 GRADING AREAS**

Where indicated, work will be divided into grading areas within which satisfactory excavated material shall be placed in embankments, fills, and required backfills. The Contractor shall not haul satisfactory material excavated in one grading area to another grading area except when so directed in writing. Stockpiles of satisfactory materials shall be placed and graded as specified. Stockpiles shall be kept in a neat and well drained condition, giving due consideration to drainage at all times. The ground surface at stockpile locations shall be cleared, grubbed, and sealed by rubber-tired equipment, excavated satisfactory and unsatisfactory materials shall be separately stockpiled. Stockpiles of satisfactory materials shall be protected from contamination, which may destroy the quality and fitness of the stockpiled material. If the Contractor fails to protect the stockpiles, and any material becomes unsatisfactory, such material shall be removed and replaced with satisfactory material from approved sources. Excess satisfactory material and unsatisfactory material shall be removed from the site.

### **3.6 GROUND SURFACE PREPARATION**

#### **3.6.1 General Requirements**

Unsatisfactory material in surfaces to receive fill or in excavated areas shall be removed and replaced with satisfactory materials as directed by the Contracting Officer. The surface shall be scarified to a depth of 6 inches before the fill is started. Sloped surfaces steeper than 1 vertical to 4 horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When subgrades are less than the specified density, the ground surface shall be broken up to a minimum depth of 6 inches, pulverized, and compacted to the specified density. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill.

#### **3.6.2 Frozen Material**

Material shall not be placed on surfaces that are muddy, frozen, or contain frost. Compaction shall be accomplished by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, or other

approved equipment well suited to the soil being compacted. Material shall be moistened or aerated as necessary to plus or minus 3 percent of optimum moisture. Minimum subgrade density shall be as specified in paragraph TESTING.

### **3.7 UTILIZATION OF EXCAVATED MATERIALS**

Unsatisfactory materials removed from excavations shall be disposed of in designated waste disposal or spoil areas. Satisfactory material removed from excavations shall be used, insofar as practicable, in the construction of fills, embankments, subgrades, shoulders, bedding (as backfill), and for similar purposes. No satisfactory excavated material shall be wasted without specific written authorization. Satisfactory material authorized to be wasted shall be disposed of in designated areas approved for surplus material storage or designated waste areas as directed. Newly designated waste areas on Government-controlled land shall be cleared and grubbed before disposal of waste material thereon. Coarse rock from excavations shall be stockpiled and used for constructing slopes or embankments adjacent to streams, or sides and bottoms of channels and for protecting against erosion. No excavated material shall be disposed of to obstruct the flow of any stream, endanger a partly finished structure, impair the efficiency or appearance of any structure, or be detrimental to the completed work in any way.

### **3.8 BACKFILLING AND COMPACTION**

Backfill adjacent to any and all types of structures shall be placed and compacted to at least 90 percent laboratory maximum density for cohesive materials or 95 percent laboratory maximum density for cohesionless materials to prevent wedging action or eccentric loading upon or against the structure. Ground surface on which backfill is to be placed shall be prepared as specified in the requirements of this section. Compaction requirements for backfill materials shall also conform to the requirements of this section. Compaction shall be accomplished by sheepfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment.

### **3.9 FINISHING**

The surface of excavations, embankments, and subgrades shall be finished to a smooth and compact surface in accordance with the lines, grades, and cross sections or elevations shown. The degree of finish for graded areas shall be within 0.1 foot of the grades and elevations indicated. The surface of areas to be turfed shall be finished to a smoothness suitable for the application of turfing materials. Settlement or washing that occurs in graded, topsoiled, or backfilled areas prior to acceptance of the work, shall be

repaired and grades re-established to the required elevations and slopes.

### 3.9.1 Grading Around Structures

Areas within 5 feet outside of each building and structure line shall be constructed true-to-grade, shaped to drain, and shall be maintained free of trash and debris until final inspection has been completed and the work has been accepted.

## 3.10 PLACING TOPSOIL

On areas disturbed by the Contractor, the compacted subgrade soil shall be scarified to a 2-inch depth for bonding of topsoil with subsoil. Topsoil then shall be spread evenly to a thickness of 8 inches and graded to the elevations and slopes shown. Topsoil shall not be spread when frozen or excessively wet or dry. Material required for topsoil in excess of that produced by excavation within the grading limits shall be obtained from offsite areas.

## 3.11 TESTING

Testing shall be performed by an approved commercial testing laboratory or by the Contractor subject to approval. If the Contractor elects to establish testing facilities, no work requiring testing will be permitted until the Contractor's facilities have been inspected and approved by the Contracting Officer. Field in-place density shall be determined in accordance with ASTM D 1556, ASTM D 2167, ASTM D 2922. When ASTM D 2922 is used, the calibration curves shall be checked and adjusted using only the sand cone method as described in ASTM D 1556. ASTM D 2922 results in a wet unit weight of soil and when using this method ASTM D 3017 shall be used to determine the moisture content of the soil. The calibration curves furnished with the moisture gauges shall also be checked along with density calibration checks as described in ASTM D 3017; the calibration checks of both the density and moisture gauges shall be made at the beginning of a job on each different type of material encountered and at intervals as directed by the Contracting Officer. ASTM D 2937, Drive Cylinder Method shall be used only for soft, fine-grained, cohesive soils. When test results indicate, as determined by the Contracting Officer, that compaction is not as specified, the material shall be removed, replaced and recompacted to meet specification requirements. Tests on recompacted areas shall be performed to determine conformance with specification requirements. Inspections and test results shall be certified by a registered professional civil engineer. These certifications shall state that the tests and observations were performed by or under the direct supervision of the engineer and that the results are representative of the materials or conditions being certified by the tests. The

following number of tests, if performed at the appropriate time, will be the minimum acceptable for each type operation.

### 3.11.1 Fill and Backfill Material Gradation

One test per 100 cubic yards stockpiled or in-place source material. Gradation of fill and backfill material shall be determined in accordance with [ASTM C 136](#), [ASTM D 422](#), [ASTM D 1140](#).

### 3.11.2 In-Place Densities

<u>Material Type</u>	<u>Location of Material</u>	<u>Test Frequency</u>
Undisturbed native soil	Structures	Two random tests in building footings and two tests on subgrade within building line.
Fills and backfills	Structures (adjacent to)	One test per structure per 2,000 sq. ft taken 12 inches below finished grade.
Subgrades	Site (except airfields)	One test per lift per 2,500 sq. ft
Embankments or borrow	Any	One test per lift per 500 cubic yds placed.
Native soil subgrade other than structures and parking	Any	One test or one test per 10,000 sq. ft, whichever is greater.
Borrow	Any	One test per lift per 500 cubic yds placed.
a. One test per 100 square feet, or fraction thereof, of each lift of fill or backfill areas compacted by other than hand- operated machines.		
b. One test per 100 square feet, or fraction thereof, of each lift of fill or backfill areas compacted by hand- operated machines.		
c. One test per 50 linear feet, or fraction thereof, of each lift of embankment or backfill for roads.		

### 3.11.3 Check Tests on In-Place Densities

If [ASTM D 2922](#) is used, in-place densities shall be checked by [ASTM D 1556](#) as follows:

- a. One check test per lift for each 2000 square feet, or fraction thereof, of each lift of fill or backfill compacted by other than hand-operated machines.
- b. One check test per lift for each 3000 square feet, of fill or backfill areas compacted by hand-operated machines.

#### 3.11.4 Moisture Contents

In the stockpile, excavation, or borrow areas, a minimum of two tests per day per type of material or source of material being placed during stable weather conditions shall be performed. During unstable weather, tests shall be made as dictated by local conditions and approved by the Contracting Officer.

#### 3.11.5 Optimum Moisture and Laboratory Maximum Density

Tests shall be made for each type material or source of material including borrow material to determine the optimum moisture and laboratory maximum density values. One representative test per 250 cubic yards of fill and backfill, or when any change in material occurs which may affect the optimum moisture content or laboratory maximum density.

#### 3.11.6 Tolerance Tests for Subgrades

Continuous checks on the degree of finish specified in paragraph SUBGRADE PREPARATION shall be made during construction of the subgrades.

### **3.12 DISPOSITION OF SURPLUS MATERIAL**

Surplus material or other soil material not required or suitable for filling or backfilling, and brush, refuse, stumps, roots, and timber shall be removed from Government property as directed by the Contracting Officer.

ENVIRONMENTAL PROTECTION  
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**PART 1 GENERAL**

**1.1 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. AIR FORCE (USAF)

AFI 32-1053                      Pest Management Program

U.S. ARMY (DA)

AR 200-5                      Pest Management

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328                      Definitions

40 CFR 68                      Chemical Accident Prevention Provisions

40 CFR 152 - 186              Pesticide Programs

40 CFR 260                      Hazardous Waste Management System:  
General

40 CFR 261                      Identification and Listing of Hazardous  
Waste

40 CFR 262                      Standards Applicable to Generators of  
Hazardous Waste

40 CFR 279                      Standards for the Management of Used Oil

40 CFR 302                      Designation, Reportable Quantities, and  
Notification

40 CFR 355                      Emergency Planning and Notification

49 CFR 171 - 178              Hazardous Materials Regulations

EM 385-1-1

(1996) U.S. Army Corps of Engineers  
Safety and Health Requirements Manual

WETLAND MANUAL

Corps of Engineers Wetlands Delineation  
Manual Technical Report Y-87-1

## **1.2 DEFINITIONS**

### 1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

### 1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

### 1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners, excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment rinse water. The Contractor shall clean and/or remove all such waste in accordance with all applicable Federal, state and local laws and regulations.

### 1.2.4 Project Pesticide Coordinator

The Project Pesticide Coordinator (PPC) is an individual that resides at a Civil Works Project office and that is responsible for oversight of pesticide application on Project grounds.

### 1.2.5 Land Application for Discharge Water

The term "Land Application" for discharge water implies that the Contractor shall discharge water at a rate which allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, discharge into defined drainage areas, or discharge into the "waters of the United States" shall occur. Land Application shall be in compliance with all applicable Federal, State, and local laws and regulations.

#### 1.2.6 Pesticide

Pesticide is defined as any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, or intended for use as a plant regulator, defoliant or desiccant.

#### 1.2.7 Pests

The term "pests" means arthropods, birds, rodents, nematodes, fungi, bacteria, viruses, algae, snails, marine borers, snakes, weeds and other organisms (except for human or animal disease-causing organisms) that adversely affect readiness, military operations, or the well-being of personnel and animals; attack or damage real property, supplies, equipment, or vegetation; or are otherwise undesirable.

#### 1.2.8 Surface Discharge

The term "Surface Discharge" implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers, creeks, and/or "waters of the United States" and would require a permit to discharge water from the governing agency.

#### 1.2.9 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

#### 1.2.10 Wetlands

Wetlands means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, and bogs. Official determination of whether or not an area is classified as a wetland must be done in accordance with WETLAND MANUAL.

### 1.3 GENERAL REQUIREMENTS



The Contractor shall minimize environmental pollution and damage that may occur as the result of demolition and removal operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable environmental Federal, State, and local laws and regulations and obtain all environmental permits. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations.

#### **1.4 SUBCONTRACTORS**

The Contractor shall ensure compliance with this section by subcontractors.

#### **1.5 PAYMENT**

No separate payment will be made for work covered under this section. The Contractor shall be responsible for payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor. All costs associated with this section shall be included in the contract price. The Contractor shall be responsible for payment of all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations.

#### **1.6 SUBMITTALS**

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with the section entitled "SUBMITTAL PROCEDURES":

SD-01 Preconstruction Submittals

Environmental Protection Plan; G, RO

The environmental protection plan.

#### **1.7 ENVIRONMENTAL PROTECTION PLAN**

Prior to commencing demolition and removal activities or delivery of materials to the site, the Contractor shall submit an Environmental Protection Plan for review and approval by the

Contracting Officer. The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern shall be defined within the Environmental Protection Plan as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, the Contractor shall meet with the Contracting Officer for the purpose of discussing the implementation of the initial Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Plans. The Environmental Protection Plan shall be current and maintained onsite by the Contractor.

#### 1.7.1 Compliance

No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. When doing work under this contract, the Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

#### 1.7.2 Contents

The environmental protection plan shall include, but shall not be limited to, the following:

- a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.
- b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.
- c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.
- d. Description of the Contractor's environmental protection personnel training program.
- e. An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. The plan shall include monitoring and reporting requirements to assure that the control measures are in compliance with the erosion and sediment control plan, Federal,

State, and local laws and regulations. A Storm Water Pollution Prevention Plan (SWPPP) may be substituted for this plan.

f. Traffic control plans including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather. Plan shall include measures to minimize the amount of mud transported onto paved public roads by vehicles or runoff. The plan shall address equipment usage, traffic density and hours of operation; signal person requirements; maintenance requirements, including roadway hardness and smoothness and dust control; and traffic control system to prevent accidents on the one-lane portion of the road.

g. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas.

h. A non-hazardous solid waste disposal plan identifying methods and locations for solid waste disposal including clearing debris. The plan shall include schedules for disposal. The Contractor shall identify any subcontractors responsible for the transportation and disposal of solid waste. Licenses or permits shall be submitted for solid waste disposal sites that are not a commercial operating facility. Evidence of the disposal facility's acceptance of the solid waste shall be attached to this plan during the construction. The Contractor shall attach a copy of each of the Non-hazardous Solid Waste Diversion Reports to the disposal plan. The report shall be submitted on the first working day after the first quarter that non-hazardous solid waste has been disposed and/or diverted and shall be for the previous quarter (e.g. the first working day of January, April, July, and October). The report shall indicate the total amount of waste generated and total amount of waste diverted in cubic yards or tons along with the percent that was diverted.

i. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site.

j. A waste water management plan that identifies the methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities, such clean-up water and dewatering of ground water. If land application will be the method of disposal for the waste water, the plan shall include a sketch showing the location for land application along with a description of the pretreatment methods to be implemented. If surface discharge will be the method of disposal, a copy of the permit and associated documents shall be included as an attachment prior to discharging the waste water.

k. A historical, archaeological, cultural resources biological resources and wetlands plan that defines procedures for identifying and protecting historical, archaeological, cultural resources, biological resources and wetlands known to be on the project site: and/or identifies procedures to be followed if historical archaeological, cultural resources, biological resources and wetlands not previously known to be onsite or in the area are discovered during construction. The plan shall include methods to assure the protection of known or discovered resources and shall identify lines of communication between Contractor personnel and the Contracting Officer.

### 1.7.3 Appendix

Copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination documents shall be attached, as an appendix, to the Environmental Protection Plan.

## ***1.8 PROTECTION FEATURES***

This paragraph supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. Prior to start of any onsite construction activities, the Contractor and the Contracting Officer shall make a joint condition survey. Immediately following the survey, the Contractor shall prepare a brief report including a plan describing the features requiring protection under the provisions of the Contract Clauses, which are not specifically identified on the drawings as environmental features requiring protection along with the condition of trees, shrubs and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. This survey report shall be signed by both the Contractor and the Contracting Officer upon mutual agreement as to its accuracy and completeness. The Contractor shall protect those environmental features included in the survey report and any indicated on the drawings, regardless of interference which their preservation may cause to the Contractor's work under the contract.

## ***1.9 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS***

Any deviations, requested by the Contractor, from the drawings, plans and specifications which may have an environmental impact will be subject to approval by the Contracting Officer and may require an extended review, processing, and approval time. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

## **1.10 NOTIFICATION**

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

## **PART 2 PRODUCTS (NOT USED)**

## **PART 3 EXECUTION**

### **3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS**

The Contractor shall be responsible for obtaining and complying with all environmental permits and commitments required by Federal, State, Regional, and local environmental laws and regulations.

### **3.2 LAND RESOURCES**

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, soil, or other materials displaced into uncleared areas shall be removed by the Contractor.

#### **3.2.1 Work Area Limits**

Prior to commencing construction activities, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are not to be disturbed shall be marked or fenced. Monuments and markers shall

be protected before construction operations commence. Where construction operations are to be conducted during darkness, any markers shall be visible in the dark. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

### 3.2.2 Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated by the Contracting Officer to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work area.

### 3.2.3 Erosion and Sediment Controls

The Contractor shall be responsible for providing erosion and sediment control measures in accordance with Federal, State, and local laws and regulations. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of the Contractor's construction activities. The area of bare soil exposed at any one time by construction operations should be kept to a minimum. The Contractor shall construct or install temporary and permanent erosion and sediment control best management practices (BMPs). BMPs may include, but not be limited to, silt fences. Any temporary measures shall be removed after the area has been stabilized.

## 3.3 *WATER RESOURCES*

The Contractor shall monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation unless otherwise indicated. All water areas affected by construction activities shall be monitored by the Contractor.

### 3.3.1 Cofferdams, Diversions, and Dewatering Operations

Construction operations for dewatering of the well, if necessary, shall be controlled at all times to maintain compliance with existing State water quality standards and designated uses of the surface water body. The Contractor shall comply with the State of New Jersey water quality standards and anti-degradation provisions.

### 3.3.2 Wetlands

The Contractor shall not enter, disturb, destroy, or allow discharge of contaminants into any wetlands.

### **3.4 AIR RESOURCES**

Equipment operation, activities, or processes performed by the Contractor shall be in accordance with all Federal and State air emission and performance laws and standards.

#### **3.4.1 Particulates**

Dust particles, aerosols and gaseous by-products from construction activities shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain stockpiles, permanent and temporary access roads, and other work areas within or outside the project boundaries free from particulates which would cause the Federal, State, and local air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs. The Contractor shall comply with all State and local visibility regulations.

#### **3.4.2 Sound Intrusions**

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise. The Contractor shall comply with the provisions of the State of New Jersey rules.

#### **3.4.4 Burning**

Burning will not be allowed on the project site.

### **3.5 WASTE DISPOSAL**

Disposal of wastes shall be as directed below, unless otherwise specified in other sections and/or shown on the drawings.

#### **3.5.1 Solid Wastes**

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. Handling, storage, and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste. The Contractor shall transport solid waste off the project site and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. A Subtitle D RCRA permitted

landfill shall be the minimum acceptable off-site solid waste disposal option. The Contractor shall verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate. The Contractor shall comply with site procedures and Federal, State, and local laws and regulations pertaining to the use of landfill areas.

If the Contractor has to dispose of Hazardous Wastes/Excess Hazardous Materials he/she will prepare and sign the Wastes Analysis/Wastes Profiles and Land Ban Restrictions, and in accordance with these documents shall prepare Manifest for signature of the Government. The individual preparing the documents shall be properly trained in the US EPA(RCRA) and US DOT regulations covering Hazardous Wastes Shipments. The Manifest shall include the name and telephone number of the Emergency Response point of contact per US DOT requirements. The Point of Contact shall be fully knowledgeable regarding the manifests and Hazardous Wastes/Excess Hazardous Materials and shall personally staff this telephone number at all hours, day and night during the period of shipping.

### 3.5.2 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Fuel, lubricants and oil shall be managed and stored in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations. Storage of fuel on the project site shall be accordance with all Federal, State, and local laws and regulations.

### 3.5.3 Waste Water

Disposal of waste water shall be as specified below.

- a. For discharge of ground water, the Contractor shall land apply on the project site. Land application shall be in accordance with all Federal, State, Regional, and/or Local laws and regulations for pumping and land applying ground water.

### 3.5.4 Hazardous and Contaminated Waste

Asbestos, lead, heating oil tank, existing boiler and piping, existing air conditioning and associated fluids shall be disposed of and removed in accordance with Federal, state and local laws and regulations.

## 3.6 RECYCLING AND WASTE MINIMIZATION



The Contractor shall participate in State and local government sponsored recycling programs.

### **3.7 NON-HAZARDOUS SOLID WASTE DIVERSION REPORT**

The Contractor shall maintain an inventory of non-hazardous solid waste diversion and disposal of construction and demolition debris. The Contractor shall submit a report to the Contracting Officer on the first working day after each fiscal year quarter, starting the first quarter that non-hazardous solid waste has been generated. The following shall be included in the report:

- a. Construction and Demolition (C&D) Debris Disposed = [\_\_\_\_\_] in cubic yards or tons, as appropriate.
- b. Construction and Demolition (C&D) Debris Recycled = [\_\_\_\_\_] in cubic yards or tons, as appropriate.
- c. Total C&D Debris Generated = [\_\_\_\_\_] in cubic yards or tons, as appropriate.
- d. Waste Sent to Waste-To-Energy Incineration Plant (This amount should not be included in the recycled amount) = [\_\_\_\_\_] in cubic yards or tons, as appropriate.

### **3.8 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES**

If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

### **3.9 BIOLOGICAL RESOURCES**

The Contractor shall minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat.

The Contractor shall be responsible for protection of threatened and endangered animal and plant species including their habitat in accordance with Federal, State, Regional, and local laws and regulations.

### ***3.10 PREVIOUSLY USED EQUIPMENT***

The Contractor shall clean all previously used construction equipment prior to bringing it onto the project site. The Contractor shall ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. The Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

### ***3.11 MAINTENANCE OF POLLUTION FACILITIES***

The Contractor shall maintain temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

### ***3.12 TRAINING OF CONTRACTOR PERSONNEL***

The Contractor's personnel shall be trained in all phases of environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel prior to commencing construction activities. The training and meeting agenda shall include: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area. The Contracting Officer shall be notified 5 days in advance of this training and shall be given the opportunity to sit in on the training.

### ***3.13 POST CONSTRUCTION CLEANUP***

The Contractor shall clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". The Contractor shall, unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities. The disturbed area shall be graded, filled and the entire area seeded unless otherwise indicated.

## ASBESTOS ABATEMENT

### ASBESTOS ABATEMENT 11/01

## **PART 1 GENERAL**

### ***1.1 REFERENCES***

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

#### AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 1331	(1989; R 1995) Surface and Interfacial Tension of Solutions of Surface-Active Agents
ASTM D 4397	(1996) Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications
ASTM D 522	(1993a) Mandrel Bend Test of Attached Organic Coatings
ASTM E 1368	(2000) Visual Inspection of Asbestos Abatement Projects

#### CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1926	(1999) Safety and Health Regulations for Construction
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 763	asbestos

#### U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA 340/1-90/018	(1990) Asbestos/NESHAP Regulated Asbestos Containing Materials Guidance
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### ***1.2 DEFINITIONS***

- a. Adequately Wet: A term defined in 40 CFR 61, Subpart M, and EPA 340/1-90/019 meaning to sufficiently mix or penetrate with liquid to prevent the release of particulate. If visible emissions are observed coming from asbestos-containing material (ACM), then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wetted.
- b. Aggressive Method: Removal or disturbance of building material by sanding, abrading, grinding, or other method that breaks, crumbles, or disintegrates intact asbestos-containing material (ACM).
- c. Amended Water: Water containing a wetting agent or surfactant with a surface tension of at least 29 dynes per square centimeter when tested in accordance with ASTM D 1331.
- d. Asbestos: Asbestos includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that have been chemically treated and/or altered.
- e. Asbestos-Containing Material (ACM): Any materials containing more than one percent asbestos.
- f. Asbestos Fiber: A particulate form of asbestos, 5 micrometers or longer, with a length-to-width ratio of at least 3 to 1.
- g. Authorized Person: Any person authorized by the Contractor and required by work duties to be present in the regulated areas.
- h. Building Inspector: Individual who inspects buildings for asbestos and has EPA Model Accreditation Plan (MAP) "Building Inspector" training; accreditation required by 40 CFR 763, Subpart E, Appendix C.
- i. Certified Industrial Hygienist (CIH): An Industrial Hygienist certified in the practice of industrial hygiene by the American Board of Industrial Hygiene.
- j. Class I Asbestos Work: Activities defined by OSHA involving the removal of thermal system insulation (TSI) and surfacing ACM.
- k. Class II Asbestos Work: Activities defined by OSHA involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos - containing wallboard,

floor tile and sheeting, roofing and siding shingles, and construction mastic. Certain "incidental" roofing materials such as mastic, flashing and cements when they are still intact are excluded from Class II asbestos work. Removal of small amounts of these materials which would fit into a glovebag may be classified as a Class III job.

l. Class III Asbestos Work: Activities defined by OSHA that involve repair and maintenance operations, where ACM, including TSI and surfacing ACM, is likely to be disturbed. Operations may include drilling, abrading, cutting a hole, cable pulling, crawling through tunnels or attics and spaces above the ceiling, where asbestos is actively disturbed or asbestos-containing debris is actively disturbed.

m. Class IV Asbestos Work: Maintenance and custodial construction activities during which employees contact but do not disturb ACM and activities to clean-up dust, waste and debris resulting from Class I, II, and III activities. This may include dusting surfaces where ACM waste and debris and accompanying dust exists and cleaning up loose ACM debris from TSI or surfacing ACM following construction.

n. Clean room: An uncontaminated room having facilities for the storage of employees' street clothing and uncontaminated materials and equipment.

o. Competent Person: In addition to the definition in 29 CFR 1926, Section .32(f), a person who is capable of identifying existing asbestos hazards as defined in 29 CFR 1926, Section .1101, selecting the appropriate control strategy, has the authority to take prompt corrective measures to eliminate them and has EPA Model Accreditation Plan (MAP) "Contractor/Supervisor" training; accreditation required by 40 CFR 763, Subpart E, Appendix C.

p. Contractor/Supervisor: Individual who supervises asbestos abatement work and has EPA Model Accreditation Plan "Contractor/Supervisor" training; accreditation required by 40 CFR 763, Subpart E, Appendix C.

q. Critical Barrier: One or more layers of plastic sealed over all openings into a regulated area or any other similarly placed physical barrier sufficient to prevent airborne asbestos in a regulated area from migrating to an adjacent area.

r. Decontamination Area: An enclosed area adjacent and connected to the regulated area and consisting of an equipment room, shower area, and clean room, which is used for the decontamination of workers, materials, and equipment that are contaminated with asbestos.

- s. Demolition: The wrecking or taking out of any load-supporting structural member and any related razing, removing, or stripping of asbestos products.
- t. Disposal Bag: A 6 mil thick, leak-tight plastic bag, pre-labeled in accordance with 29 CFR 1926, Section .1101, used for transporting asbestos waste from containment to disposal site.
- u. Disturbance: Activities that disrupt the matrix of ACM, crumble or pulverize ACM, or generate visible debris from ACM. Disturbance includes cutting away small amounts of ACM, no greater than the amount which can be contained in 1 standard sized glovebag or waste bag, not larger than 60 inches in length and width in order to access a building component.
- v. Equipment Room or Area: An area adjacent to the regulated area used for the decontamination of employees and their equipment.
- w. Employee Exposure: That exposure to airborne asbestos that would occur if the employee were not using respiratory protective equipment.
- x. Fiber: A fibrous particulate, 5 micrometers or longer, with a length to width ratio of at least 3 to 1.
- y. Friable ACM: A term defined in 40 CFR 61, Subpart M and EPA 340/1-90/018 meaning any material which contains more than 1 percent asbestos, as determined using the method specified in 40 CFR 763, Subpart E, Appendix A, Section 1, Polarized Light Microscopy (PLM), that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent, as determined by a method other than point counting by PLM, the asbestos content is verified by point counting using PLM.
- z. Glovebag: Not more than a 60 by 60 inch impervious plastic bag-like enclosure affixed around an asbestos-containing material, with glove-like appendages through which material and tools may be handled.
- aa. High-Efficiency Particulate Air (HEPA) Filter: A filter capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles of 0.3 micrometers in diameter.
- bb. Homogeneous Area: An area of surfacing material or thermal system insulation that is uniform in color and texture.
- cc. Industrial Hygienist: A professional qualified by education, training, and experience to anticipate,

recognize, evaluate, and develop controls for occupational health hazards.

dd. Intact: ACM which has not crumbled, been pulverized, or otherwise deteriorated so that the asbestos is no longer likely to be bound with its matrix. Removal of "intact" asphaltic, resinous, cementitious products does not render the ACM non-intact simply by being separated into smaller pieces.

ee. Model Accreditation Plan (MAP): USEPA training accreditation requirements for persons who work with asbestos as specified in 40 CFR 763, Subpart E, Appendix C.

ff. Modification: A changed or altered procedure, material or component of a control system, which replaces a procedure, material or component of a required system.

gg. Negative Exposure Assessment: A demonstration by the Contractor to show that employee exposure during an operation is expected to be consistently below the OSHA Permissible Exposure Limits (PELs).

hh. NESHAP: National Emission Standards for Hazardous Air Pollutants. The USEPA NESHAP regulation for asbestos is at 40 CFR 61, Subpart M.

ii. Nonfriable ACM: A NESHAP term defined in 40 CFR 61, Subpart M and EPA 340/1-90/018 meaning any material containing more than 1 percent asbestos, as determined using the method specified in 40 CFR 763, Subpart E, Appendix A, Section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure.

jj. Nonfriable ACM (Category I): A NESHAP term defined in 40 CFR 61, Subpart E and EPA 340/1-90/018 meaning asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in 40 CFR 763, Subpart F, Appendix A, Section 1, Polarized Light Microscopy.

kk. Nonfriable ACM (Category II): A NESHAP term defined in 40 CFR 61, Subpart E and EPA 340/1-90/018 meaning any material, excluding Category I nonfriable ACM, containing more than 1 percent asbestos, as determined using the methods specified in 40 CFR 763, Subpart F, Appendix A, Section 1, Polarized Light Microscopy, that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

ll. Permissible Exposure Limits (PELs):

(1) PEL-Time weighted average(TWA): Concentration of asbestos not in excess of 0.1 fibers per cubic centimeter of air (f/cc) as an 8 hour time weighted average (TWA), as determined by the method prescribed in 29 CFR 1926, Section .1101, Appendix A, or the current version of NIOSH Pub No. 84-100 analytical method 7400.

(2) PEL-Excursion Limit: An airborne concentration of asbestos not in excess of 1.0 f/cc of air as averaged over a sampling period of 30 minutes as determined by the method prescribed in 29 CFR 1926, Section .1101, Appendix A, or the current version of NIOSH Pub No. 84-100 analytical method 7400.

mm. Regulated Area: An OSHA term defined in 29 CFR 1926, Section .1101 meaning an area established by the Contractor to demarcate areas where Class I, II, and III asbestos work is conducted; also any adjoining area where debris and waste from such asbestos work accumulate; and an area within which airborne concentrations of asbestos exceed, or there is a reasonable possibility they may exceed, the permissible exposure limit.

nn. Removal: All operations where ACM is taken out or stripped from structures or substrates, and includes demolition operations.

oo. Repair: Overhauling, rebuilding, reconstructing, or reconditioning of structures or substrates, including encapsulation or other repair of ACM attached to structures or substrates. If the amount of asbestos so "disturbed" cannot be contained in 1 standard glovebag or waste bag, Class I precautions are required.

pp. Spills/Emergency Cleanups: Cleanup of sizable amounts of asbestos waste and debris which has occurred, for example, when water damage occurs in a building, and sizable amounts of ACM are dislodged. A Competent Person evaluates the site and ACM to be handled, and based on the type, condition and extent of the dislodged material, classifies the cleanup as Class I, II, or III. Only if the material was intact and the cleanup involves mere contact of ACM, rather than disturbance, could there be a Class IV classification.

qq. Surfacing ACM: Asbestos-containing material which contains more than 1% asbestos and is sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.

rr. Thermal system insulation (TSI) ACM: ACM which contains more than 1% asbestos and is applied to pipes,



fittings, boilers, breeching, tanks, ducts, or other interior structural components to prevent heat loss or gain or water condensation.

ss. Transite: A generic name for asbestos cement wallboard and pipe.

tt. Worker: Individual (not designated as the Competent Person or a supervisor) who performs asbestos work and has completed asbestos worker training required by 29 CFR 1926, Section .1101, to include EPA Model Accreditation Plan (MAP) "Worker" training; accreditation required by 40 CFR 763, Subpart E, Appendix C, if required by the OSHA Class of work to be performed or by the state where the work is to be performed.

### **1.3 GENERAL REQUIREMENTS**

- \* The Contractor must provide a demolition and an asbestos abatement plan for approval by the Contracting Officer.
- \* Do not begin demolition until authorization is received from the Contracting Officer.
- \* Removal and disposal of asbestos and all other environment related issues must be accomplished first, before demolition of the building can start.
- \* All work shall be accomplished in accordance with current Federal, State, and local rules and regulations, standard engineering procedures and practices, USACE EM-385-1-1 Safety and Health Requirements, control plan, and specifications.

#### **1.3.1 Description of Work**

The work includes, but may not be limited to, removal and disposal of asbestos containing material (ACM) in the following: all piping insulation, vinyl floor tile, and asphalt shingle roofing in a one-story ranch style home with basement, two bedrooms, and one bath. The building has a gross area of 962 square feet above grade, is 24 feet wide by 38 feet long, with asphalt shingled gable roof, dry walls and ceiling, and concrete block foundation.

The quantities of asbestos to be removed and disposed of in the areas listed below are as follows:

- \* Piping insulation -- 200 linear feet.
- \* Vinyl flooring -- 962 square feet.
- \* Asphalt shingled gable roofing -- 1000 square feet.

## **1.4 SUBMITTALS**

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with the section entitled "SUBMITTAL PROCEDURES":

### **SD-08 Statements**

#### **Qualifications; G, RO**

A written report providing evidence of qualifications for personnel, facilities, and equipment assigned to the work.

#### **Licenses, Permits, and Notifications; G, RO**

State of New Jersey licenses, permits, and notifications

#### **Detailed Drawings; G, RO**

Descriptions, detail project drawings, and site layout to include worksite containment area techniques as prescribed on applicable SET-UP DETAIL SHEETS, local exhaust ventilation system locations, decontamination units and load-out units, other temporary waste storage facility, access tunnels, location of temporary utilities (electrical, water, sewer) and boundaries of each regulated area.

### **SD-09 Reports**

#### **Exposure Assessments and Air Monitoring; G, RO**

Initial exposure assessments, negative exposure assessments, air monitoring results, and documentation.

### **SD-18 Records**

#### **Cleanup and Disposal**

Waste shipment records. Weigh bills and delivery tickets shall be furnished for information only.

## **1.5 QUALIFICATIONS**

### **1.5.1 Written Qualifications and Organization Report**

The Contractor's asbestos removal personnel must be licensed by the State of New Jersey according to state asbestos regulations. The Contractor shall furnish a written qualifications and organization report providing evidence of qualifications of the Contractor, Contractor's Project Supervisor, Designated Competent Person, supervisors and workers; all subcontractors to be used including disposal transportation and disposal facility firms, subcontractor supervisors, subcontractor workers; and any others assigned to perform asbestos abatement and support activities. The Contractor shall include the following statement in the report: "By signing this report I certify that the personnel I am responsible for during the course of this project fully understand the contents of 29 CFR 1926, Section .1101, 40 CFR 61, Subpart M, and the federal, state and local requirements specified in paragraph SAFETY AND HEALTH PROGRAM AND PLANS for those asbestos abatement activities that they will be involved in. Further, the Designated Competent Person and I have had at least two years previous asbestos abatement experience commensurate with the responsibilities they will have on this project, and all asbestos removal activities will be conducted by personnel licensed for this work by the State of New Jersey."

### **1.5.2 Specific Requirements**

Disposal Facility, Transporter: The Contractor shall provide written evidence that the landfill to be used is approved for asbestos disposal by the state and local regulatory agencies. Copies of signed agreements between the Contractor (including subcontractors and transporters) and the asbestos waste disposal facility to accept and dispose of all asbestos containing waste generated during the performance of this contract shall be provided. Qualifications shall be provided for each subcontractor or transporter to be used, indicating previous experience in transport and disposal of asbestos waste to include all required state and local waste hauler requirements for asbestos. The Contractor and transporters shall meet the DOT requirements of 49 CFR 171, 49 CFR 172, and 49 CFR 173 as well as registration requirements of 49 CFR 107 and other applicable state or local requirements. The disposal facility shall meet the requirements of 40 CFR 61, Sections .154 or .155, as required in 40 CFR 61, Section .150(b), and other applicable State or local requirements.

## **1.6 EXPENDABLE SUPPLIES**

### **1.6.1 Duct Tape**

Industrial grade duct tape of appropriate widths suitable for bonding sheet plastic and disposal container shall be provided.

### 1.6.2 Disposal Containers

Leak-tight (defined as solids, liquids, or dust that cannot escape or spill out) disposal containers shall be provided for ACM wastes as required by 29 CFR 1926 Section .1101.

### 1.6.3 Disposal Bags

Leak-tight bags, 6 mil thick, shall be provided for placement of asbestos generated waste.

### 1.6.4 Cardboard Boxes

Heavy-duty corrugated cardboard boxes, coated with plastic or wax to retard deterioration from moisture, shall be provided as described in DETAIL SHEET 9C, if required by state and local requirements. Boxes shall fit into selected ACM disposal bags. Filled boxes shall be sealed leak-tight with duct tape.

### 1.6.5 Sheet Plastic

Sheet plastic shall be polyethylene of 6 mil minimum thickness and shall be provided in the largest sheet size necessary to minimize seams, as indicated on the project drawings. Film shall be clear, frosted or black and conform to ASTM D 4397.

1. 1.6.6 Amended Water
2. 1.6.7 Wetting Agents

Amended water shall meet the requirements of ASTM D 1331. Removal encapsulant (a penetrating encapsulant) shall be provided when conducting removal activities that require a longer removal time or are subject to rapid evaporation of amended water. The removal encapsulant shall be capable of wetting the ACM and retarding fiber release during disturbance of the ACM greater than or equal to that provided by amended water. Performance requirements for penetrating encapsulants are specified in paragraph ENCAPSULANTS.

## **1.7 SAFETY AND HEALTH PROGRAM AND PLANS**

The Contractor shall develop and submit a written comprehensive site-specific Accident Prevention Plan at least 10 days prior to the preconstruction conference. The Accident Prevention Plan shall address requirements of EM 385-1-1, Appendix A, covering onsite work to be performed by the Contractor and subcontractors. The Accident Prevention Plan shall incorporate an Asbestos Hazard Abatement Plan which identifies the work procedures, health and safety measures to be used in the removal of asbestos from the structure. The plan shall take into consideration all the individual asbestos abatement work tasks identified. The plan shall

be prepared, signed (and sealed, including certification number if required), and dated by the Contractor's Designated Competent Person, and Project Supervisor.

### ***1.8 LITIGATION AND NOTIFICATION***

The Contractor shall notify the Contracting Officer if any of the following occur:

- a. The Contractor or any of the subcontractors are served with notice of violation of any law, regulation, permit or license which relates to this contract;
- b. Proceedings are commenced which could lead to revocation of related permits or licenses; permits, licenses or other Government authorizations relating to this contract are revoked;
- c. Litigation is commenced which would affect this contract;
- d. The Contractor or any of the subcontractors become aware that their equipment or facilities are not in compliance or may fail to comply in the future with applicable laws or regulations.

## **PART 2 PRODUCTS (Not Used)**

## **PART 3 EXECUTION**

### ***3.1 MANDATED PRACTICES***

The Contractor shall use the following engineering controls and work practices in all operations, regardless of the levels of exposure:

- a. Vacuum cleaners equipped with HEPA filters to collect debris and dust containing ACM.
- b. Wet methods or wetting agents to control employee exposures during asbestos handling, mixing, removal, cutting, application, and cleanup; except where it can be demonstrated that the use of wet methods is unfeasible due to, for example, the creation of electrical hazards, equipment malfunction, and in roofing.
- c. Prompt clean-up and disposal in leak-tight containers of wastes and debris contaminated with asbestos.

d. Cleaning of equipment and surfaces of containers filled with ACM prior to removing them from the area.

### **3.2 UNACCEPTABLE PRACTICES**

The following work practices and engineering controls shall not be used for work related to asbestos or for work which disturbs ACM, regardless of measured levels of asbestos exposure or the results of initial exposure assessments:

a. High-speed abrasive disc saws that are not equipped with point of cut ventilator or enclosures with HEPA filtered exhaust air

b. Compressed air used to remove asbestos, or materials containing asbestos, unless the compressed air is used in conjunction with an enclosed ventilation system designed to capture the dust cloud created by the compressed air

c. Dry sweeping, shoveling, or other dry clean-up of dust and debris containing ACM

d. Employee rotation as a means of reducing employee exposure to asbestos

### **3.3 SPECIFIC CONTROL METHODS FOR CLASS II WORK**

The Contractor shall use the following practices as shown in RESPONSE ACTION DETAIL SHEET 75. Roofing material shall be removed in an intact state. Wet methods shall be used to remove roofing materials that are not intact, or that will be rendered not intact during removal, unless such wet methods are not feasible or will create safety hazards. Asbestos-containing roofing material shall not be dropped or thrown to the ground, but shall be lowered to the ground via covered, dust-tight chute, crane, hoist or other method approved by the Contracting Officer. Any ACM that is not intact shall be lowered to the ground as soon as practicable, but not later than the end of the work shift. While the material remains on the roof it shall be kept wet or placed in an impermeable waste bag or wrapped in plastic sheeting. Intact ACM shall be lowered to the ground as soon as practicable, but not later than the end of the work shift. Unwrapped material shall be transferred to a closed receptacle precluding the dispersion of dust.

### **3.4 CLEANUP AND DISPOSAL**

#### **3.4.1 Final Inspection**

The Contractor and the Contracting Officer shall conduct a final visual inspection of the cleaned regulated area in accordance with ASTM E 1368 and document the results on the Final Cleaning and Visual Inspection as specified on the SET-UP DETAIL SHEET 19. If the Contracting Officer rejects the clean regulated area as not meeting final cleaning requirements, the Contractor shall reclean as necessary and have a follow-on inspection conducted with the Contracting Officer. Recleaning and follow-up reinspection shall be at the Contractor's expense.

#### 3.4.2 Title to ACM Material

ACM material resulting from abatement work, except as specified otherwise, shall become the property of the Contractor and shall be disposed of as specified and in accordance with applicable federal, state and local regulations.

#### 3.4.3 Collection and Disposal of Asbestos

All ACM waste including contaminated wastewater filters, scrap, debris, bags, containers, equipment, and asbestos contaminated clothing, shall be collected and placed in leak-tight containers such as double plastic bags (see DETAIL SHEET 9A); sealed double wrapped polyethylene sheet (see DETAIL 9B); sealed fiberboard boxes (see DETAIL SHEET 9C); or other approved containers. Waste within the containers shall be wetted in case the container is breached. Asbestos-containing waste shall be disposed of at an EPA, state and local approved asbestos landfill off Government property. For temporary storage, sealed impermeable containers shall be stored in an asbestos waste load-out unit or in a storage/transportation conveyance (i.e., dumpster, roll-off waste boxes, etc.) in a manner acceptable to and in an area assigned by the Contracting Officer. Procedure for hauling and disposal shall comply with 40 CFR 61, Subpart M, State, regional, and local standards.

#### 3.4.4 Asbestos Waste Shipping Method

The Contractor shall complete and provide the Contracting Officer final completed copies of the Waste Shipment Record for all shipments of waste material as specified in 40 CFR 61, Subpart M and other required state waste manifest shipment records, within 3 days of delivery to the landfill. Each Waste Shipment Record shall be signed and dated by the Contractor, the waste transporter and disposal facility operator.

## SAFETY

### SAFETY nyd 03/04

1.0 **SAFETY:** The contractor shall comply with all applicable Federal, State, and local safety and occupational health laws and regulations. Applicable provisions of the Corps of Engineers manual entitled Safety and Health Requirements Manual EM 385-1-1, 3 Nov 2003 (with latest changes as of bid date) will be applied to all work under this contract. The referenced manual may be purchased from the U.S. Government Printing Office, Superintendent of Documents, Mail Stop: SSOP, Washington, DC 20402-9328, or via the internet at [www.USACE.army.mil](http://www.USACE.army.mil).

1.1 **U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1:** This paragraph applies to contracts and purchase orders that require the Contractor to comply with EM 385-1-1 (e.g. contracts that include the Accident Prevention Clause at FAR 52.236-13 and/or safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health and then select Changes to EM). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as set in this solicitation.

2.0 **ACCIDENT PREVENTION PROGRAM:** Within fifteen (15) calendar days after receipt of Notice to Proceed, and at least ten (10) calendar days prior to the Preconstruction Safety Conference, four (4) copies of the Accident Prevention Plan shall be submitted for review and acceptance by the Contracting Officer or the Contracting Officers Representative (COR). The accident prevention program shall be prepared in the format outlined in Appendix A of EM 385-1-1, "Minimum Basic Requirements for Accident Prevention Plan".

3.0 **HAZARD ANALYSIS:** Prior to beginning each major phase of work, an Activity Hazard Analysis shall be prepared by the Contractor performing that work, and submitted for review and acceptance. The format shall be in accordance with EM 385-1-1, figure 1-2. A major phase of work is defined as an operation involving a type of work presenting hazards not experienced in previous operations or where a new contractor or work crew is to perform. (See Contractor Quality Control specification for further guidance regarding coordination of "Activities" and "Principal Steps" indicated in the Activity Hazard Analysis with Contractor Quality Control activities). The analysis shall define the activities to be performed and identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. Work shall not proceed on that phase until the activity hazard analysis has been accepted and a preparatory meeting has



been conducted by the Contractor to discuss its contents with everyone engaged in the activities, including the government on-site representative(s). The activity hazard analyses shall be continuously reviewed and when appropriate modified to address changing site conditions or operations, with the concurrence of the site safety representative, the site superintendent, and the Contracting Officer. Activity hazard analyses shall be attached to and become part of the accident prevention plan or may be developed prior to each phase of work undertaken in the contract and attached to the Quality Control reports.

3.1 Hazard analysis shall be used to identify and evaluate all substances, agents, or environments that present hazards and recommend control measures. Engineering and administrative controls shall be used to control hazards; in cases where engineering or administrative controls are not feasible, personal protective equipment may be used.

3.2 Information contained in MSDS (Material Safety Data Sheets) shall be incorporated in the hazard analysis for the activities in which hazardous or toxic materials will be used, or generated (e.g. fiberglass, crystalline silica, metal dust or fume, etc.)

4.0 **SITE SAFETY OFFICER:** The contractor shall identify an individual directly employed by the contractor as Site Safety Officer (SSO) responsible to the Contractor to implement and continually enforce the Accident Prevention Plan. The site safety officer shall not be the same individual as the Quality Control System Manager if the CQC System Manager is required to have no duties other than Quality Control. The site safety officer shall have the authority to suspend operational activities if the health and safety of personnel are endangered, and to suspend an individual from operational activities for infractions of the Accident Prevention Plan. Additional safety staff or alternate SSO may be assigned as determined by the Contractor. Alternate SSO must meet the same qualifications as the SSO.

4.1. The name, qualifications (training and experience) of the designated Site Safety Officer shall be included in the Accident Prevention Plan. The Site safety officer shall have the following qualifications:

- a. A minimum of 5 years construction experience with at least 2 years experience in implementing safety programs at construction work sites for projects of comparable scope and complexity.

- b. Documented experience in construction techniques and construction safety procedures.

- c. Working knowledge of Federal and state occupational health and safety regulations.

d. Specific training in excavation safety, fall protection, and confined space.

e. CPR/First Aid certification (current).

f. Familiarity with and ability to use and implement the Corps of Engineers Safety Manual EM 385-1-1.

g. Successful completion within last 3 years (or as required by OSHA) of 10-hour OSHA Construction Safety Class.

4.2. Other Requirements: Other sections of the contract documents may also require separate specially qualified individuals in such areas a chemical data acquisition, sampling and analysis, medical monitoring, industrial hygiene, quality control, etc. Contractor must comply with all safety requirements.

5.0 SITE **INSPECTIONS**: The site safety officer shall perform frequent inspections of the job sites and the work in progress to ensure compliance with EM 385-1-1 and to determine the effectiveness of the accident prevention plan. In addition, Quality Control personnel shall conduct and document daily safety inspections. Daily inspection logs shall be used to document inspections noting safety and health deficiencies, deficiencies in the effectiveness of the accident prevention plan, and corrective actions including timetable and responsibilities. The daily inspection logs will be attached to and submitted with the Daily Quality Control Reports or may be incorporated in the daily CQC report. Each entry shall include date, work area checked, employees present in work area, protective equipment and work equipment in use, special safety and health issues and notes, and signature of the preparer.

6.0 HIGHLIGHTED **PROVISIONS**: In addition to those items contained in EM 385-1-1, Appendix A, include the following items in the accident prevention plan:

6.1 Hard Hat Area. A statement that the jobsite is classified a "hard hat" area

6.2 Sanitation and Medical Requirements. Estimate the greatest number of employees, supervisors, etc., to be working at peak construction period, including subcontractor personnel. Include sanitation requirements and medical facilities identified for the job site. If a medical facility or physician is not accessible within five minutes of an injury to a group of two or more employees for the treatment of injuries, identify at least two or more employees on each shift who are qualified to administer first aid and CPR.

6.3 Equipment Inspection. The type of inspection program on cranes, trucks, and other types of construction equipment the Contractor plans to implement. Who will be responsible for the

inspection and how the Contractor will control equipment of sub-contractors and equipment bought to the site by rental companies. Types of records to be kept.

6.3.1 Copies of records of all equipment inspections will be kept at the job site for review by the designated authority.

6.4 Crane & Derrick Operators: Written proof of qualification for all crane and derrick operators in accordance with EM 385-1-1, 16.C.05. Qualification shall be by written (or oral) examination and practical operating examination unless the operator is licensed by a state or city licensing agency for the particular type of crane or derrick. Proof of qualification shall be provided by the qualifying source.

7.0 **ACCIDENT REPORTS:** The contractor shall immediately report all accidents by telephone to the COR.

7.1 The Contractor will provide an initial written report of the accident to the COR within 24 hours. The Contractor shall complete and submit ENG Form 3394 for all accidents involving lost work time, medical treatment, and/or property damage in excess of \$2000.00 within 48 hours of the accident. The report shall accurately represent the circumstances of the accident, cause of the accident, extent of medical treatment, extent of injuries and steps to prevent occurrence of similar accidents. The hazard analysis covering the work activity being undertaken during the accident shall be attached to the report.

7.2 Daily records of all first aid treatment not otherwise reportable shall be maintained at the job site and furnished to the designated authority upon request. Records shall also be maintained of all exposure and accident experience incidental to the work (OSHA Form 300 or equivalent as prescribed by 29 CFR 1904).

8.0 **MONTHLY EXPOSURE REPORTS:** The Contractor shall submit to the COR no later than the 1st day of each month, a compilation of man-hours worked each month by the prime contractor and each subcontractor. In addition, the contractor shall report the number of accidents, severity, class of accidents, and lost time work days for each month.

9.0 **CLEAN-UP:** The Contractor's Accident Prevention Plan shall identify the individual's responsible for cleanup and shall establish a regular housekeeping procedure and schedule. If the COR determines that cleanup is not being performed satisfactorily, the Contractor shall establish a work crew to perform the continuous cleanup required by the contract clause titled: CLEANING UP: The number of individuals appointed to the cleanup work crew shall be increased as required in order to render adequate cleanup.

10.0 FOCUS **AREAS**: To supplement and emphasize the requirements of EM 385-1-1, the following is provided and shall be met as applicable.

10.1 Electrical Work: Electrical work shall not be performed on or near energized lines or equipment unless specified in the plans and specifications and approved by the COR. Plan and layout of proposed temporary power to the construction site shall be submitted and approved by the COR before work will be permitted.

10.1.1 Upon request by the Contractor, arrangements will be made for de-energizing lines and equipment so that work may be performed. All outages shall be requested through the COR a minimum of 14 days, unless otherwise specified, prior to the beginning of the specified outages. Dates and duration will be specified.

10.2 If approved by the COR, the following work may be performed with the lines energized using certified hot line equipment on lines above 600 volts, when the following conditions have been met:

- a. Work below the conductors no closer than the clearance required in EM 385-1-1 from the energized conductors.
- b. Setting and connection of new pre-trimmed poles in energized lines, which do not replace an existing pole.
- c. Setting and removing transformers or other equipment on poles.
- d. Installation or removal of hot line connectors, jumpers, dead-end insulators for temporary isolation, etc., which are accomplished with hot line equipment from an insulated bucket truck.

10.3 Energized Line Work Plan: The Contractor shall submit a plan, in writing, describing his/her method of operation and the equipment to be used on energized lines. Proper certification from an approved source of the safe condition of all tools and equipment will be provided with the plan. The work will be planned and scheduled so that proper supervision is maintained. Emergency procedures, including communication, for disconnecting power in the event of an accident will be outlined in the plan. The Contractor will review his/her plan with the COR prior to being granted permission to perform the work.

10.4. No work on lines greater than 600 volts will be performed from the pole or without the use of an insulated bucket truck.

10.5 No work will be done on overbuilt lines while under built lines are energized, except for temporary isolation and switching.

10.6 Electrical Tools and Cords: Hand held electrical tools shall be used only on circuits protected by ground fault circuit

interrupters for protection of personnel. All general use extension cords shall be hard usage or extra hard usage. Damaged or repaired cords shall not be permitted.

10.7 Temporary electrical distribution systems and devices shall be checked and found acceptable for polarity, ground continuity, and ground resistance before initial use and after modification. GFI outlets shall be installed and tested with a GFI circuit tester (tripping device) prior to use. Portable and vehicle mounted generators shall be inspected for compliance with EM 385-1-1 and NFPA 70. All electrical equipment located outdoors or in wet locations shall be enclosed in weatherproof enclosures in accordance with EM 385-1-1. Records of all tests and inspections will be kept by the contractor and made available on site for review by the designated authority. Submit sketch of proposed temporary power for acceptance.

10.8 Seat belts and ROPS shall be installed on all construction equipment. The operating authority will furnish proof from the manufacturer or licensed engineer that ROPS meets the applicable SAE standards cited in EM 385-1-1, pg. 302.

10.9 Radiation Permits or Authorizations: Contractors contemplating the use of a licensed or DOD regulated radiological device or radioactive material on a DOD installation will secure appropriate permit or authorization from the Department of Army or Department of the Air Force, as applicable. A 45-day lead-time should be programmed for obtaining the necessary authorization or permit. When requested, the COR will assist the Contractor in obtaining the required permit or authorization.

10.9.1 The Contractor shall develop and implement a radiation safety program to comply with EM 385-1-1, Section 06.E. Provisions for leak tests, authorized personnel, transport certificates, etc. will be addressed in the radiation safety program.

10.10 Elevating Work Platforms: All elevating work platforms shall be designed, constructed, maintained, used, and operated in accordance with ANSI A92.3, ANSI A92.6, ANSI A92.5 and EM 385-1-1, Sections 22.J.

10.10.1 Only personnel trained in the use of elevating work platforms shall be authorized to use them. A list of authorized users will be maintained by the contractor at the job site. The list will be updated to remain current and made available for review on site by the designated authority. Personnel safety belts must be worn.

10.11 Fall Protection: Fall protection in the form of standard guardrails, nets, or personal fall arrest systems will be provided for all work conducted over 6 feet in height. The contractor will submit his/her proposed method of fall protection to the COR as part of the Job Hazard Analysis for acceptance. If the contractor deems that conventional fall protection as described above is not

feasible, or creates a greater hazard, the Contractor will prepare a written fall protection plan in accordance with OSHA 29 CFR 1926.502(k). The plan will demonstrate the reasons that conventional fall protection is unfeasible or constitutes a greater hazard and will provide alternative safety measures for review and acceptance by the COR.

10.12 Excavations: All open excavations made in the earth's surface four (4) foot or greater will be under the supervision of a competent person trained in, and knowledgeable about, soils analysis, the use of protective systems, and the requirements of OSHA 29 CFR 1926, Subpart P and EM 385-1-1, Section 25. The competent person shall be designated in writing by the Contractor and a resume of their training and experience submitted to the COR for acceptance.

10.12.1 Excavations hazards and methods for their control will be specified in the job hazard analysis.

10.12.2 Sloping and benching: The design of sloping and benching shall be selected from and in accordance with written tabulated data, such as charts and tables. At least one copy of the tabulated data will be maintained at the job site.

10.12.3 Support Systems: shall be in accordance with one of the systems outlined in a through c below:

- a. Designs drawn from manufacturer's specifications and in accordance with all specifications, limitations, and recommendations issued or made by the manufacturer. A copy of the manufacture's specifications, recommendations, and limitations will be in written form and maintained at the job site.

- b. Designed by a registered engineer. At least one copy of the design shall be maintained at the job site during excavation.

- c. Designs selected from and in accordance with tabulated data (such as tables and charts). At least one copy of the design shall be maintained at the job site during excavation

10.12.4 Excavations Greater than 20 Feet in Height: Sloping and benching or support systems shall be designed by a registered professional engineer. Designs shall be in writing and at least one copy of the design shall be maintained at the job site during excavation. The contractor will ensure that the registered professional engineer is working within a discipline applicable to the excavation work; i.e. it would be inappropriate for an electrical engineer to approve shoring designed for an excavation.

10.13 Confined Space: Entry into and work in a confined space will not be allowed when oxygen readings are less than 19.5% or greater than 23.5% or if the lower explosive limit (LEL) reading is greater than 10%, unless these conditions are adequately addressed in the

confined space entry plan. In addition, action levels for toxic atmospheres shall be determined and any other known or potential hazards eliminated prior to entry.

11.0 **LANGUAGE:** For each group that has employees that do not speak English, the Contractor will provide a bilingual foreman that is fluent in the language of the workers. The contractor will implement the requirements of EM 385-1-1, 01.B through these foremen.

12.0 **CONTRACTOR SAFETY MEETINGS AND DOCUMENTATION:** Contractor shall conduct and document safety meetings among its personnel as required by EM 385-1-1 and as indicated herein. Monthly meetings shall be held among all supervisors, and weekly meetings shall be conducted by supervisors or foreman for all workers. The agenda of the meeting shall include specific safety items pertinent to work being performed. Documentation shall include a summary of items discussed as well as other items required by the EM 385-1-1. Documentation shall be submitted to the Government monthly.

13.0 **COORDINATION WITH OTHER SPECIFICATION SECTIONS:** The requirements of this section are meant to supplement requirements of other sections. In cases of discrepancies the most stringent requirements shall apply. Other safety-related requirements can be found in the following specification sections:

- a. Special Contract Requirements
- b. Specification Section entitled "Accident Prevention"
- c. Specification Section entitled "Contractor Quality Control"
- d. Other specifications or contract requirements relating to site safety or health requirement or medical monitoring.

14.0 **CONTRACTOR PERFORMANCE APPRAISAL:** The occurrence of accidents and near misses due to negligence are strong indications that there has been insufficient emphasis on effective implementation and/or commitment to the accident prevention program. Should it become obvious that only lip service is being given to this program, an interim unsatisfactory performance appraisal rating will be issued. If safety continues to be unsatisfactory or marginal, the unsatisfactory rating will become final. The contractor should be aware that this appraisal will be stored in a national computer database which can be accessed by a multitude of agencies or municipalities desiring information on prospective contractors. An unsatisfactory rating in this database may affect the contractor's ability to obtain future Government work.

## SAFETY, HEALTH, AND EMERGENCY

### SAFETY, HEALTH, AND EMERGENCY RESPONSE 08/03

## **PART 1 GENERAL**

### ***1.1 REFERENCES***

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

#### NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

NIOSH 85-115 (1985) Occupational Safety and Health  
Guidance Manual for Hazardous Waste Site  
Activities

#### U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2003) Safety -- Safety and Health  
Requirements

ER 385-1-95 (2003) Safety and Health Requirements  
for Ordnance and Explosives (OE)  
Operations

#### U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1904 Recording and Reporting Occupational  
Injuries and Illnesses

29 CFR 1910 Occupational Safety and Health Standards

29 CFR 1910.120 Hazardous Waste Operations and Emergency  
Response

29 CFR 1926.65 Hazardous Waste Operations and Emergency  
Response

49 CFR 171 General Information, Regulations, and  
Definitions



## 1.2 DESCRIPTION OF WORK

The work includes, but may not be limited to, removal and disposal of asbestos containing material (ACM) in the following: all piping insulation, vinyl floor tile, and asphalt shingle roofing in a one-story ranch style home with basement, two bedrooms, and one bath. The building has a gross area of 962 square feet above grade, is 24 feet wide by 38 feet long, with asphalt shingled gable roof, dry walls and ceiling, and concrete block foundation.

## 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with the section entitled "SUBMITTAL PROCEDURES":

### SD-02 Shop Drawings

#### Work Zones;G, RO

Drawings including initial work zone boundaries: Exclusion Zone (EZ), including restricted and regulated areas; Contamination Reduction Zone (CRZ); and Support Zone (SZ).

#### Decontamination Facilities;G, RO

Drawings showing the layout of the personnel and equipment decontamination areas or facilities.

### SD-03 Product Data

#### Site Control Log

Record of each entry and exit into the site, as specified.

#### Employee Certificates

A certificate for each worker performing cleanup operations with potential for contaminant-related

occupational exposure signed by the safety and health manager and the occupational physician indicating the workers meet the training and medical surveillance requirements of this contract.

#### ***1.4 REGULATORY REQUIREMENTS***

Work performed under this contract shall comply with EM 385-1-1, OSHA requirements in 29 CFR 1910 and 29 CFR 1926, especially OSHA's Standards 29 CFR 1926.65 and 29 CFR 1910.120 and state specific OSHA requirements where applicable. Matters of interpretation of standards shall be submitted to the Contracting Officer for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.

#### ***1.5 PRECONSTRUCTION SAFETY CONFERENCE***

A preconstruction safety conference shall be conducted prior to the start of site activities and after submission of the contractor's APP/SSHP. The objective of the meeting will be to discuss health and safety concerns related to the impending work, discuss project health and safety organization and expectations, review and answer comments and concerns regarding the APP/SSHP or other health and safety concerns the contractor may have. The Contractor shall ensure that those individuals responsible for health and safety at the project level are available and attend this meeting.

#### ***1.6 ACCIDENT PREVENTION PLAN/SITE SAFETY AND HEALTH PLAN (APP/SSHP)***

The Contractor shall develop and implement a Site Safety and Health Plan that shall be attached to the Accident Prevention Plan (APP) as an appendix (APP/SSHP). The APP/SSHP shall address all occupational safety and health hazards (traditional construction as well as contaminant-related hazards) associated with cleanup operations. The APP/SSHP shall cover each SSHP element in section 28.A.01 of EM 385-1-1 and each APP element in Appendix A of EM 385-1-1. There are overlapping elements in Section 28.A.01 and Appendix A of EM 385-1-1. SSHP appendix elements that overlap with APP elements need not be duplicated in the APP/SSHP provided each SOH issue receives adequate attention and is documented in the APP/SSHP. The APP/SSHP is a dynamic document, subject to change as project operations/execution change. The APP/SSHP will require modification to address changing and previously unidentified health and safety conditions. It is the Contractor's responsibility to ensure that the APP/SSHP is updated accordingly. Amendments to the APP/SSHP will be submitted to the COR as the APP/SSHP is updated. For long duration projects the APP/SSHP shall be resubmitted to the COR annually for review. The APP/SSHP will contain all updates.

#### 1.6.1 Acceptance and Modifications

Prior to submittal, the APP/SSHP shall be signed and dated by the Safety and Health Manager and the Site Superintendent. The APP/SSHP shall be submitted for review 5 days prior to the Preconstruction Safety Conference. Deficiencies in the APP/SSHP will be discussed at the preconstruction safety conference, and the APP/SSHP shall be revised to correct the deficiencies and resubmitted for acceptance. Onsite work shall not begin until the plan has been accepted. A copy of the written APP/SSHP shall be maintained onsite. Changes and modifications to the accepted APP/SSHP shall be made with the knowledge and concurrence of the Safety and Health Manager, the Site Superintendent, and the Contracting Officer. Should any unforeseen hazard become evident during the performance of the work, the Site Safety and Health Officer (SSHO) shall bring such hazard to the attention of the Safety and Health Manager, the Site Superintendent, and the Contracting Officer for resolution as soon as possible. In the interim, necessary action shall be taken to re-establish and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public, and the environment. Disregard for the provisions of this specification or the accepted APP/SSHP shall be cause for stopping work until the matter has been rectified.

#### 1.6.2 Availability

The APP/SSHP shall be made available in accordance with 29 CFR 1910.120, (b)(1)(v) and 29 CFR 1926.65, (b)(1)(v).

### ***1.7 TASK SPECIFIC HAZARDS, INITIAL PPE, HAZWOPER MEDICAL SURVEILLANCE AND TRAINING APPLICABILITY***

Task specific occupational hazards, task specific HAZWOPER medical surveillance and training applicability and task specific initial PPE requirements for the project are listed on the **Task Hazard and Control Sheets** at the end of this section. It is the Contractor's responsibility to reevaluate occupational safety and health hazards as the work progresses and to adjust the PPE and onsite operations, if necessary, so that the work is performed safely and in compliance with occupational safety and health regulations.

### ***1.8 STAFF ORGANIZATION, QUALIFICATION AND RESPONSIBILITIES***

#### 1.8.1 Safety and Health Manager

Safety and Health Manager shall be an Industrial Hygienist certified by the American Board of Industrial Hygiene, a safety professional certified by the Board of Certified Safety

Professionals, or a health physicist certified by the American Board of Health Physicists.

1). The Safety and Health Manager shall have the following additional qualifications:

- a. A minimum of 3 years experience in developing and implementing safety and health programs on demolition projects involving removing and disposal of asbestos, asbestos containing materials, or other hazardous materials.
- b. Documented experience in supervising professional and technician level personnel.
- c. Documented experience in developing worker exposure assessment programs and air monitoring programs and techniques.
- d. Documented experience in managing personal protective equipment programs and conducting PPE hazard evaluations for the types of activities and hazards likely to be encountered on the project.
- e. Working knowledge of state and Federal occupational safety and health regulations.

2). The Safety and Health Manager shall:

- a. Be responsible for the development, implementation, oversight, and enforcement of the APP/SSHP.
- b. Sign and date the APP/SSHP prior to submittal.
- c. Conduct initial site-specific training.
- d. Be available for consultation at the startup of each new major phase of work.
- e. Visit the site as needed and at least once per week for the duration of activities, to audit the effectiveness of the APP/SSHP.
- f. Be available for emergencies.
- g. Provide onsite consultation as needed to ensure the APP/SSHP is fully implemented.
- h. Coordinate any modifications to the APP/SSHP with the Site Superintendent, the SSHO, and the Contracting Officer.
- i. Provide continued support for upgrading/downgrading of the level of personal protection.

- j. Be responsible for evaluating air monitoring data and recommending changes to engineering controls, work practices, and PPE.
- k. Review accident reports and results of daily inspections.
- l. Serve as a member of the Contractor's quality control staff.

#### 1.8.2 Additional Certified Health and Safety Support Personnel

The Contractor shall retain safety support from a safety professional certified by the Board of Certified Safety professionals to develop written occupational safety procedures for the APP/SSHP and, when necessary, visit the site to help implement APP/SSHP requirements or industrial hygiene support from an industrial hygienist certified by the American Board of Industrial Hygiene to develop occupational health practices for the APP/SSHP and, if necessary, visit the site to help implement APP/SSHP requirements.

#### 1.8.3 Site Safety and Health Officer

An individual and one alternate shall be designated the Site Safety and Health Officer (SSHO). The name, qualifications (education and training summary and documentation), and work experience of the Site Safety and Health Officer and alternate shall be included in the APP/SSHP.

1). The SSHO shall have the following qualifications:

- a. A minimum of 2 years experience in implementing safety and health programs on demolition projects involving removing and disposal of asbestos, asbestos containing materials, or other hazardous materials.
- b. Documented experience in construction techniques and construction safety procedures.
- c. Working knowledge of Federal and state occupational safety and health regulations.
- d. Specific training in personal and respiratory protective equipment, confined space entry and in the proper use of air monitoring instruments and air sampling methods including monitoring for ionizing radiation.

2). The Site Safety and Health Officer shall:

- a. Assist and represent the Safety and Health Manager in onsite training and the day to day onsite implementation and enforcement of the accepted APP/SSHP.

b. Be assigned to the site on a full time basis for the duration of field activities. The SSHO can have collateral duties in addition to Safety and Health related duties. If operations are performed during more than 1 work shift per day, a site Safety and Health Officer shall be present for each shift and when applicable, act as the radiation safety officer (RSO) as defined in paragraph 06.E.02 of EM 385-1-1 on radioactive waste cleanup projects.

c. Have authority to ensure site compliance with specified safety and health requirements, Federal, state and OSHA regulations and all aspects of the APP/SSHP including, but not limited to, activity hazard analyses, air monitoring, monitoring for ionizing radiation, use of PPE, decontamination, site control, standard operating procedures used to minimize hazards, safe use of engineering controls, the emergency response plan, confined space entry procedures, spill containment program, and preparation of records by performing a daily safety and health inspection and documenting results on the Daily Safety Inspection Log in accordance with 29 CFR 1904.

d. Have authority to stop work if unacceptable health or safety conditions exist, and take necessary action to re-establish and maintain safe working conditions.

e. Consult with and coordinate any modifications to the APP/SSHP with the Safety and Health Manager, the Site Superintendent, and the Contracting Officer.

f. Serve as a member of the Contractor's quality control staff on matters relating to safety and health.

g. Conduct accident investigations and prepare accident reports.

h. Conduct daily safety inspection and document safety and health findings into the Daily Safety Inspection Log. Track noted safety and health deficiencies to ensure that they are corrected.

i. In coordination with site management and the Safety and Health Manager, recommend corrective actions for identified deficiencies and oversee the corrective actions.

#### 1.8.4 Occupational Physician

The services of a licensed physician, who is certified in occupational medicine by the American Board of Preventative Medicine, or who, by necessary training and experience is Board eligible, shall be utilized. The physician shall be familiar with this site's hazards and the scope of this project. The medical consultant's name, qualifications, and knowledge of the site's conditions and proposed activities shall be included in the APP/SSHP. The physician shall be responsible for the determination

of medical surveillance protocols and for review of examination/test results performed in compliance with 29 CFR 1910.120, (f) and 29 CFR 1926.65, (f) and paragraph MEDICAL SURVEILLANCE.

#### 1.8.5 Persons Certified in First Aid and CPR

At least two persons who are currently certified in first aid and CPR by the American Red Cross or other approved agency shall be onsite at all times during site operations. They shall be trained in universal precautions and the use of PPE as described in the Bloodborne Pathogens Standard of 29 CFR 1910, Section .1030. These persons may perform other duties but shall be immediately available to render first aid when needed.

#### 1.8.6 Safety and Health Technicians

For each work crew in the exclusion zone, one person, designated as a Safety and Health technician, shall perform activities such as air monitoring, decontamination, and safety oversight on behalf of the SSHO. They shall have appropriate training equivalent to the SSHO in each specific area for which they have responsibility and shall report to and be under the supervision of the SSHO.

### 1.9 TRAINING

The Contractor's training program for workers performing cleanup operations and who will be exposed to contaminants shall meet the following requirements.

#### 1.9.1 General Hazardous Waste Operations Training

All Personnel performing duties with potential for exposure to onsite contaminants shall meet and maintain the following 29 CFR 1910.120/29 CFR 1926.65 (e) training requirements:

- a. 3 days actual field experience under the direct supervision of a trained, experienced supervisor.
- b. 8 hours refresher training annually.

Onsite supervisors shall have an additional 8 hours management and supervisor training specified in 29 CFR 1910.120/29 CFR 1926.65 (e) (4).

#### 1.9.2 Pre-entry Briefing

Prior to commencement of onsite field activities, all site employees, including those assigned only to the Support Zone, shall attend a site-specific safety and health training session. This session shall be conducted by the Safety and Health Manager and the Site Safety and Health Officer to ensure that all personnel are

familiar with requirements and responsibilities for maintaining a safe and healthful work environment. Procedures and contents of the accepted APP/SSHP and Sections 01.B.02 and 28.D.03 of EM 385-1-1 shall be thoroughly discussed. Each employee shall sign a training log to acknowledge attendance and understanding of the training. The Contracting Officer shall be notified at least 5 days prior to the initial site-specific training session so government personnel involved in the project may attend.

### 1.9.3 Periodic Sessions

Periodic onsite training shall be conducted by the SSHO at least weekly for personnel assigned to work at the site during the following week. The training shall address safety and health procedures, work practices, any changes in the APP/SSHP, activity hazard analyses, work tasks, or schedule; results of previous week's air monitoring, review of safety discrepancies and accidents. Should an operational change affecting onsite field work be made, a meeting prior to implementation of the change shall be convened to explain safety and health procedures. Site-specific training sessions for new personnel, visitors, and suppliers shall be conducted by the SSHO using the training curriculum outlines developed by the Safety and Health Manager. Each employee shall sign a training log to acknowledge attendance and understanding of the training.

## 1.10 PERSONAL PROTECTIVE EQUIPMENT

### 1.10.1 Site Specific PPE Program

Onsite personnel exposed to contaminants shall be provided with appropriate personal protective equipment. Components of levels of protection (B, C, D and modifications) must be relevant to site-specific conditions, including heat and cold stress potential and safety hazards. Only respirators approved by NIOSH shall be used. Commercially available PPE, used to protect against chemical agent, shall be approved by the director of Army Safety through the Chemical Agent Safety and Health Policy Action Committee (CASHPAC). Protective equipment and clothing shall be kept clean and well maintained. The PPE section of the APP/SSHP shall include site-specific procedures to determine PPE program effectiveness and for onsite fit-testing of respirators, cleaning, maintenance, inspection, and storage of PPE.

### 1.10.2 Levels of Protection

The Safety and Health Manager shall establish and evaluate as the work progresses the levels of protection for each work activity. The Safety and Health Manager shall also establish action levels for upgrade or downgrade in levels of PPE. Protocols and the communication network for changing the level of protection shall be described in the SSHP. The PPE evaluation protocol shall address



air monitoring results, potential for exposure, changes in site conditions, work phases, job tasks, weather, temperature extremes, individual medical considerations, etc.

#### **1.10.2.1 Initial PPE Components**

The following items constitute initial minimum protective clothing and equipment ensembles.

a. Level C.

Hard hat  
Face shield/Safety glasses  
Boots/Safety shoes  
Inner gloves  
Outer gloves  
Chemical resistant coveralls  
Air purifying respirator

#### **1.10.3 PPE for Government Personnel**

Three clean sets of personal protective equipment and personal dosimeters for work on radioactive waste cleanup sites and clothing (excluding air-purifying negative-pressure respirators and safety shoes, which will be provided by individual visitors), as required for entry into the Exclusion Zone and/or Contamination Reduction Zone, shall be available for use by the Contracting Officer or official visitors. The items shall be cleaned and maintained by the Contractor and clearly marked: "FOR USE BY GOVERNMENT ONLY." The Contractor shall provide basic training in the use and limitations of the PPE provided.

### ***1.11 MEDICAL SURVEILLANCE PROGRAM***

The Contractor's medical surveillance program for workers performing cleanup operations and who will be exposed to contaminants shall meet 29 CFR 1910.120/29 CFR 1926.65 (f) and the following requirements. The Contractor shall assure the Occupational Physician or the physician's designee performs the physical examinations and reviews examination results. Participation in the medical surveillance program shall be without cost to the employee, without loss of pay and at a reasonable time and place.

#### **1.11.1 Frequency of Examinations**

Medical surveillance program participants shall receive medical examinations and consultations on the following schedule:

a. Every 12 months

- b. If and when the participant develops signs and symptoms indicating a possible overexposure due to an uncontrolled release of a hazardous substance on the project.
- c. Upon termination or reassignment to a job where medical surveillance program participation is not required, unless his/her previous annual examination/consultation was less than 6 months prior to reassignment or termination.
- d. On a schedule specified by the occupational physician.

#### 1.11.2 Content of Examinations

The physical examination/consultation shall verify the following information about medical surveillance program participants:

- a. Baseline health conditions and exposure history.
- b. Allergies/sensitivity/susceptibility to hazardous substances exposure.
- c. Ability to wear personal protective equipment inclusive of NIOSH certified respirators under extreme temperature conditions.
- d. Fitness to perform assigned duties.

The Contractor shall provide the occupational physician with the following information for each medical surveillance program participant:

- a. Information on the employee's anticipated or measured exposure.
- b. A description of any PPE used or to be used.
- c. A description of the employee's duties as they relate to the employee's exposures (including physical demands on the employee and heat/cold stress).
- d. A copy of 29 CFR 1910.120, or 29 CFR 1926.65.
- e. Information from previous examinations not readily available to the examining physician.
- f. A copy of Section 5.0 of NIOSH 85-115.
- g. Information required by 29 CFR 1910 Section .134.

#### 1.11.3 Physician's Written Opinion

A copy of the physician's written opinion for each employee shall be obtained and furnished to the Safety and Health Manager; and the

employee before work begins. The opinion shall address the employee's ability to perform hazardous waste site remediation work and shall contain the following:

- a. The physician's verification of the employee's fitness to perform duties as well as recommended limitations upon the employee's assigned work and/or PPE usage.
- b. The physician's opinion about increased risk to the employee's health resulting from work; and
- c. A statement that the employee has been informed and advised about the results of the examination.

#### **1.11.4 Employee Certificates**

Documentation that employees have received medical examinations shall be provided on employee certificates.

### ***1.12 HEAT STRESS MONITORING AND MANAGEMENT***

The Contractor shall document in the APP/SSHP and implement the procedures and practices in section 06.J. in **EM 385-1-1** to monitor and manage heat stress.

### ***1.13 FIRE PROTECTION AND PREVENTION***

Standard procedures as approved by the Contracting Officer.

### ***1.14 ELECTRICAL SAFETY***

Standard procedures as approved by the Contracting Officer.

### ***1.15 FALL PROTECTION***

Standard procedures as approved by the Contracting Officer.

### ***1.16 ILLUMINATION***

Standard procedures as approved by the Contracting Officer.

### ***1.17 SANITATION***

Standard procedures as approved by the Contracting Officer.

## **1.18 PROCESS SAFETY MANAGEMENT**

Standard procedures as approved by the Contracting Officer.

## **1.19 SIGNS AND LABELS**

Standard procedures as approved by the Contracting Officer.

## **1.20 WASTE DISPOSAL**

Standard procedures as approved by the Contracting Officer.

## **1.21 SITE CONTROL MEASURES**

### **1.21.1 Work Zones**

Initial anticipated work zone boundaries (exclusion zone, contamination reduction zone, support zone, all access points and decontamination areas) are to be clearly delineated on the site drawings. Delineation of work zone boundaries shall be based on the contamination characterization data and the hazard/risk analysis to be performed as described in paragraph: HAZARD/RISK ANALYSIS. As work progresses and field conditions are monitored, work zone boundaries may be modified (and site drawings modified) with approval of the Contracting Officer. Work zones shall be clearly identified and marked in the field (using fences, tape, signs, etc.). A site map, showing work zone boundaries and locations of decontamination facilities, shall be posted in the onsite office. Work zones shall consist of the following:

- a. Exclusion Zone (EZ): The exclusion zone is the area where hazardous contamination is either known or expected to occur and the greatest potential for exposure exists. Entry into this area shall be controlled and exit may only be made through the CRZ.
- b. Contamination Reduction Zone (CRZ): The CRZ is the transition area between the Exclusion Zone and the Support Zone. The personnel and equipment decontamination areas shall be separate and unique areas located in the CRZ.
- c. Support Zone (SZ): The Support Zone is defined as areas of the site, other than exclusion zones and contamination reduction zones, where workers do not have the potential to be exposed to hazardous substances or dangerous conditions resulting from hazardous waste operations. The Support Zone shall be secured against active or passive contamination. Site offices, parking areas, and other support facilities shall be located in the Support Zone.

#### 1.21.2 Site Control Log

A log of personnel visiting, entering, or working on the site shall be maintained. The log shall include the following: date, name, agency or company, time entering and exiting site, time entering and exiting the exclusion zone (if applicable). Before visitors are allowed to enter the Contamination Reduction Zone or Exclusion Zone, they shall show proof of current training, medical surveillance and respirator fit testing (if respirators are required for the tasks to be performed) and shall fill out a Certificate of Worker or Visitor Acknowledgment. This visitor information, including date, shall be recorded in the log.

#### 1.21.3 Communication

An employee alarm system that has adequate means of on and off site communication shall be provided and installed in accordance with 29 CFR 1910 Section .165. The means of communication shall be able to be perceived above ambient noise or light levels by employees in the affected portions of the workplace. The signals shall be distinctive and recognizable as messages to evacuate or to perform critical operations.

#### 1.21.4 Site Security

Reasonable standard precautions as approved by the Contracting Officer.

### 1.22 PERSONAL HYGIENE AND DECONTAMINATION

#### 1.22.1 Decontamination Facilities

The Contractor shall initially set up a decontamination line in the CRZ. Employees shall exit the exclusion zone through the CRZ and shall implement the following decontamination procedures and techniques: [Scrub and rinse water proof outer garments] [remove all outer garments] [hand and face wash] [shower]. Showers, if needed, must comply with 29 CFR 1910, Section.141 and EM 385-1-1, 02 C, Washing Facilities.

### 1.23 EMERGENCY EQUIPMENT AND FIRST AID REQUIREMENTS

The following items, as a minimum, shall be maintained onsite and available for immediate use:

- a. First aid equipment and supplies approved by the consulting physician.
- c. Emergency eyewashes and showers that comply with ANSI Z358.1.

d. Fire extinguishers of sufficient size and type shall be provided at site facilities and in all vehicles and at any other site locations where flammable or combustible materials present a fire risk.

#### **1.24 EMERGENCY RESPONSE AND CONTINGENCY PROCEDURES**

An Emergency Response Plan, that meets the requirements of 29 CFR 1910.120 (l) and 29 CFR 1926.65 (l), shall be developed and implemented as a section of the APP/SSHP. In the event of any emergency associated with remedial action, the Contractor shall, without delay, alert all onsite employees and as necessary offsite emergency responders that there is an emergency situation; take action to remove or otherwise minimize the cause of the emergency; alert the Contracting Officer; and institute measures necessary to prevent repetition of the conditions or actions leading to, or resulting in, the emergency. Employees that are required to respond to hazardous emergency situations shall be trained to their level of responsibility according to 29 CFR 1910.120 (q) and 29 CFR 1926.65 (q) requirements. The plan shall be rehearsed regularly as part of the overall training program for site operations. The plan shall be reviewed periodically and revised as necessary to reflect new or changing site conditions or information. Copies of the Emergency Response Portion of the accepted APP/SSHP shall be provided to the affected local emergency response agencies. The following elements, as a minimum, shall be addressed in the plan:

- a. Pre-emergency planning. The Contractor shall coordinate with local emergency response providers during preparation of the Emergency Response Plan. At a minimum, coordinate with local fire, rescue, hazardous materials response teams, police and emergency medical providers to assure all organizations are capable and willing to respond to and provide services for on-site emergencies. The Contractor shall ensure the Emergency Response Plan for the site is compatible and integrated with the local fire, rescue, medical and police security services available from local emergency response planning agencies.
- b. Personnel roles, lines of authority, communications for emergencies.
- c. Emergency recognition and prevention.
- d. Site topography, layout, and prevailing weather conditions.
- e. Criteria and procedures for site evacuation (emergency alerting procedures, employee alarm system, emergency PPE and equipment, safe distances, places of refuge, evacuation routes, site security and control).

f. Specific procedures for decontamination and medical treatment of injured personnel.

g. Route maps to nearest prenotified medical facility. Site-support vehicles shall be equipped with maps. At the beginning of project operations, drivers of the support vehicles shall become familiar with the emergency route and the travel time required.

h. Emergency alerting and response procedures including posted instructions and a list of names and telephone numbers of emergency contacts (physician, nearby medical facility, fire and police departments, ambulance service, Federal, state, and local environmental agencies; as well as Safety and Health Manager, the Site Superintendent, the Contracting Officer and/or their alternates).

i. Criteria for initiating community alert program, contacts, and responsibilities.

j. Procedures for reporting incidents to appropriate government agencies. In the event that an incident such as an explosion or fire, or a spill or release of toxic materials occurs during the course of the project, the appropriate government agencies shall be immediately notified. In addition, the Contracting Officer and the local district safety office shall be verbally notified immediately and receive a written notification within 24 hours. The report shall include the following items:

(1) Name, organization, telephone number, and location of the Contractor.

(2) Name and title of the person(s) reporting.

(3) Date and time of the incident.

(4) Location of the incident, i.e., site location, facility name.

(5) Brief summary of the incident giving pertinent details including type of operation ongoing at the time of the incident.

(6) Cause of the incident, if known.

(7) Casualties (fatalities, disabling injuries).

(8) Details of any existing chemical hazard or contamination.

(9) Estimated property damage, if applicable.

(10) Nature of damage, effect on contract schedule.

(11) Action taken to ensure safety and security.

(12) Other damage or injuries sustained, public or private.

k. Procedures for critique of emergency responses and follow-up.

### ***1.25 CERTIFICATE OF WORKER/VISITOR ACKNOWLEDGEMENT***

A copy of a Contractor-generated certificate of worker/visitor acknowledgement shall be completed and submitted for each visitor allowed to enter contamination reduction or exclusion zones, and for each employee, following the example certificate at the end of this section.

### ***1.26 INSPECTIONS***

The SSHO's Daily Inspection Logs shall be attached to and submitted with the Daily Quality Control reports. Each entry shall include the following: date, work area checked, employees present in work area, PPE and work equipment being used in each area, special safety and health issues and notes, and signature of preparer.

### ***1.27 SAFETY AND HEALTH PHASE-OUT REPORT***

A Safety and Health Phase-Out Report shall be submitted in conjunction with the project close out report and will be received prior to final acceptance of the work. The following minimum information shall be included:

a. Summary of the overall performance of safety and health (accidents or incidents including near misses, unusual events, lessons learned, etc.).

b. Final decontamination documentation including procedures and techniques used to decontaminate equipment, vehicles, and on site facilities.

c. Summary of exposure monitoring and air sampling accomplished during the project.

d. Signatures of Safety and Health Manager and SSHO.



Task Hazard and Control Requirements Sheet.

Task \_\_\_\_\_

Initial Anticipated Hazards\_\_\_\_\_

Initial PPE\_\_\_\_\_

Initial Controls\_\_\_\_\_

Initial Exposure Monitoring \_\_\_\_\_

HAZWOPER Medical Surveillance Required	yes	no
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HAZWOPER Training Required	yes	no
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**PART 2 PRODUCTS (Not Applicable)**

**PART 3 EXECUTION (Not Applicable)**

PROJECT SCHEDULE

## PROJECT SCHEDULE: BAR CHART

NOTIFICATION 08/97

## PART 1 GENERAL

## 1.1 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with the section entitled "SUBMITTAL PROCEDURES" :

## SD-12 Schedules

Initial Project Schedules; G, RO

Revised Project Schedule ; G, RO

Periodic Schedule Update; G, Ro

## SD-14 Progress Curve

Report Format; G, RO

## SD-15 Narrative Reports with Schedule Updates

Report Format; G, RO

## PART 2 PRODUCTS (NOT APPLICABLE)

## PART 3 EXECUTION

## 3.1 GENERAL

Pursuant to the Contract Clause, SCHEDULES FOR CONSTRUCTION CONTRACTS, and Special Contract Requirements SCHEDULING AND DETERMINATION OF PROGRESS the Contractor shall prepare and submit for approval a practicable project schedule. The schedule will be submitted within five (5) days after receipt of Notice to Proceed or as otherwise determined by the Contracting Officer.

## 3.2 BASIS FOR PAYMENT

The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

### 3.3 PROJECT SCHEDULE

The Project Schedule shall be in the form of a chart consisting of a series of bars graphically indicating the sequence proposed to accomplish each work feature or operation. Each bar will represent a work features, system or series of activities within the construction project. The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale beginning with date of Notice to Proceed and indicating calendar days to completion. Interdependence of status of activities shall be shown. Horizontal time scale shall allow identification of the first work day of each week, which shall be identified. Space between bars shall be allowed for future revisions and notations.

### 3.4 PROGRESS CURVE

With the Project Schedule the Contractor shall also submit for approval a progress curve which reflects the intended schedule for completing the work. The progress curve (S-Curve) will be plotted to reflect Cumulative Progress (Percent) based on placement along the y-axis and Time along the x-axis.

### 3.5 SCHEDULE AND PROGRESS CURVE UPDATES

Approved Schedule and Progress Curve will be updated monthly during the entire duration of construction. Not later than four days after the Monthly Progress Meeting the Contractor shall submit updated Project Schedule and Progress Curve. The updated versions shall include all approved contract revisions, progress of each activity to date of submission, and adjustments. Contractor shall also provide a very brief narrative report as required to indicate any problem areas, anticipated delays, impact on schedule, and corrective action.

### 3.6 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly on-site meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor will describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The Contracting Officer will approve activity progress, proposed revisions, and adjustments as appropriate.

## CONTRACTOR QUALITY CONTROL

### CONTRACTOR QUALITY CONTROL ( SHORT FORM 07/93)

In order to insure Quality Control of ongoing construction work, the Contractor shall implement Clause, "Inspection of Construction", FAR 52.246-12. Personnel implementing this clause shall be considered part of the Contractor Quality Control System. In addition, the Contractor's inspection record indicating highlights of inspection activities shall be forwarded to the Government for each two week period, no later than three work days after the end of each period. Records should reflect that an adequate inspection system is in operation. As a minimum, records shall indicate dates of inspection, item inspected, results of inspection and inspector's signature.

The contract documents may require specially qualified personnel to perform control activities in areas such as data acquisition, testing, safety, etc. Staffing, activities, and reporting documentation shall be as indicated, and all such activities shall be coordinated by CQC personnel.

If the government finds substantial uncorrected deficiencies in the work and inspection records that indicate that adequate inspections are not being conducted, the Government will require more frequent inspections, prompt corrections to deficiencies and more frequent and detailed reporting, and may withhold payment as appropriate.

## SUBMITTAL PROCEDURES

### SUBMITTAL PROCEDURES ( CENAN-CO-CQ 3/04 )

#### **PART 1 GENERAL**

NAVFAC SD Number and Title	Convert To
SD-02 Manufacturer's Catalog Data	SD-01 Data
SD-03 Manufacturer's Standard Color Charts	SD-01 Data
SD-05 Design Data	SD-01 Data
SD-10 Test Reports	SD-09 Reports
SD-11 Factory Test Report	SD-09 Reports
SD-12 Field Test Report	SD-09 Reports
SD-15 Color Selection Samples	SD-14 Samples
SD-16 Sample Panels	SD-14 Samples
SD-17 Sample Installation	SD-14 Samples

## ***1.1 SUMMARY***

This section covers procedures to be used in making submittals called for in the contract documents. In contracts, which contain specific "Contractor Quality Control" requirements, the Contractor's Quality Control Representative shall carry out duties associated with submittal procedures. In contracts, which do not contain specific CQC requirements, reference to "CQC Representative" shall be interpreted as reference to the Contractor's authorized representative, and references to "CQC Requirements" or "CQC Clauses" shall be interpreted as "requirements or clauses elsewhere in the contract."

## ***1.2 SUBMITTAL IDENTIFICATION***

Submittals required are identified by SD numbers and titles as follows:

### ***SD-01 Preconstruction Submittals***

A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

### ***SD-02 Shop Drawings***

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

### ***SD-03 Product Data***

Preprinted manufacturer material describing a product, system, or material, such as catalog cuts.

### ***SD-04 Samples***

Samples, including both fabricated and un-fabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

### ***SD-05 Design Data***

Submittals, which provide calculations, descriptions, or documentation regarding the work.

#### SD-06 Test Reports

Reports of inspections or tests, including analysis and interpretation of test results.

#### SD-07 Certificates

Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements, which are being certified.

#### SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material; including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

#### SD-09 Manufacturer's Field Reports

Daily reports from specially suppliers to the contractor that provide information, data, tests result for a product.

#### SD-10 Operation and Maintenance Data

Data, which forms a part of an operation and maintenance manual.

#### SD-11 Closeout Submittals

All data, documentations, information, and drawings to achieve contract closeout.

#### SD-12 Schedules

All data, documentations, information, and drawings to achieve contract closeout.

#### SD-13 Records

Documentation to record compliance with technical or administrative requirements.

### **1.3 SUBMITTAL CLASSIFICATION**

Submittals are classified as follows:

#### **1.3.1 Government Approved/Acceptance (G)**

Government approval is required for all specification submittal items found in specifications having structural steel connections, extensions of design, Fire Protection/Life Safety, and Commissioning of HVAC, and other items as designated by the Contracting Officer. Government approval/acceptance (G) is also required for all submittals designated as such in the technical specifications. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings." The Government will review all submittals designated as deviating from the Solicitation or Accepted Proposal, as described below.

#### **1.3.2 Information Only (FIO)**

All Contractor submittals not requiring Government approval/acceptance will be for information only. FIO submittals are identified in the approved submittal register. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above. FIO Submittals will be retained at the project site and reviewed prior to Preparatory Meetings in accordance with CEGS-01451, CONTRACTOR QUALITY CONTROL.

#### **1.3.3 Government Approval/Acceptance (G)**

All submittals classified for Government Approval/Acceptance (G) are identified in the approved submittal register Form 4288. A code following the "G" designation indicates the approving authority; codes of "RO" for Resident Office approval, "DO" for NYD Engineering Division approval, and "AE" for Architect-Engineer approval.

### **\*\*\*\*\*1.4 APPROVED/ACCEPTANCE SUBMITTALS**

The Contracting Officer's approval/acceptance of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error, which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by

the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

### ***1.5 DISAPPROVED SUBMITTALS***

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

### ***1.6 WITHHOLDING OF PAYMENT***

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

## **PART 2 PRODUCTS (Not Applicable)**

## **PART 3 EXECUTION**

### ***3.1 GENERAL***

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the Contractor's Quality Control CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be



scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

### **3.2 SUBMITTAL REGISTER (ENG FORM 4288)**

At the end of this section is one set of ENG Form 3288 listing items of equipment and materials for which submittals are required by the specifications; this list may not be all-inclusive and additional submittals may be required. Columns "d" through "r" have been completed by the Government; the Contractor shall complete columns "a" "b" and "s" through "aa" and submit the forms (hard copy plus associated electronic file) to the Contracting Officer for approval within 30 calendar days after Notice to Proceed (15 days if construction time is 180 days or less). If the Quality Control System (QCS) Module is required to be utilized on this contract as required by the Quality Control System, then the contractor will be required to process and update the 4288 electronically, and make appropriate electronic submissions to the Government. Otherwise, the Contractor shall enter the submittal register in an appropriate electronic format such as MS Excel, manually. In both cases, the Contractor shall update the 4288 electronically, and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated. NOTE: The Contractor is required to add additional entries to the Submittal Register for all items requiring multiple submittals, including Formwork Shop Drawings per Lift, Concrete Reinforcement per Lift, Concrete Lift Drawings per Lift, Multiple Shop Assembly Drawings, etc. These entries should be made prior to original submission of the submittal register within 30 days of Notice to Proceed.

### **3.3 SCHEDULING**

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals. An additional 10 calendar days shall be allowed and shown on the register for review and approval of submittals for food service

equipment, refrigeration and HVAC control systems, computer software for specialty systems, electrical substations, and studies including electrical system coordination studies.

### **3.4 TRANSMITTAL FORM (ENG FORM 4025)**

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved/accepted and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

If the contractor is required in another section of the specifications to utilize the Quality Control System (QCS), the contractor will be required to generate and process this form electronically using the QCS System.

### **3.5 SUBMITTAL PROCEDURE**

Submittals shall be made as follows:

#### **3.5.1 Procedures**

At the Quality Control Coordination meeting, or preconstruction conference, the Contractor shall ascertain the name and address of each individual, agency, or firm who is designated to normally receive items for approval, for information or samples. The contractor shall complete ENG Form 4025, entering each item requiring a separate approval action as a separate item on the form, for each transmittal. A transmittal may consist of one or more 4025 sheets. The transmittal, consisting of ENG Form 4025 plus all applicable submittals, is then sent to the appropriate individual. On critical items the Contractor is encouraged to confirm receipt via telephone. The Contractor shall submit seven copies of submittals for approval and one for items for information.

#### **3.5.2 Deviations**

For submittals, which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for

any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

### **3.6 CONTROL OF SUBMITTALS**

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

### **3.7 GOVERNMENT APPROVED SUBMITTALS**

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval/acceptance by being so stamped and dated. Four copies of the submittal will be retained by the Contracting Officer and three copies of the submittal will be returned to the Contractor.

### **3.8 INFORMATION ONLY SUBMITTALS**

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

### **3.9 STAMPS**

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR
(Firm Name)

\_\_\_\_\_ Approved

\_\_\_\_\_ Approved with corrections as noted on submittal data and/or  
attached sheets(s).

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

POC: RENEE GEORGE TEL: 212-264-7740  
212-264-3013

CONTRACTOR MUST CONTACT THE ORIGINATOR OF THE REQUEST FOR ADDITIONAL CLARIFICATION OF THIS CONTRACT.

**POC: SHEILA RICE MCDONNELL** - US ARMY CORPS OF  
ENGINEERS, NYD  
ENGINEERING DIVISION  
TELE: 212-264-9068

1. THIS PROCUREMENT IS RESERVED FOR HUBZONE
2. THIS SIC CODE IS 1795, WITH SMALL BUSINESS SIZE STANDARD OF 12.0. NAICS 238910
3. BASED UPON ITEM 2 ABOVE THE QUOTER MUST COMPLETE THE FOLLOWING:
4. QUOTER IS A LARGE BUSINESS: \_\_\_\_\_ SMALL BUSINESS: \_\_\_\_\_  
HUBZONE: \_\_\_\_\_ 8A: \_\_\_\_\_ SBD: \_\_\_\_\_

REMITTANCE ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

FEDERAL TAX I.D. # \_\_\_\_\_

DUN & BRADSTREET # \_\_\_\_\_

IF YOU DON'T HAVE A DUNS NUMBER YOU CAN ACQUIRE ONE AT NO CHARGE @  
1-800-333-0505.

CAGE CODE # \_\_\_\_\_

**NOTE:** VENDORS ARE REQUIRED TO BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) IN ACCORDANCE WITH DFAR 52.204-7004. WEB-SITE [www.ccr.gov](http://www.ccr.gov) for registration. **VENDORS MUST BE CCR IN ORDER TO BE CONSIDERED FOR A CONTRACT WITH THE GOVERNMENT.**

**SOLICITATION PACKAGE MUST BE RECEIVED BEFORE OR BY 13 SEPTEMBER 2004 4:00 P.M.**

## CLAUSES INCORPORATED BY REFERENCE

52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.228-1	Bid Guarantee	SEP 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.233-1	Disputes	JUL 2002
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **5** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 180 calendar days after the Contractor receives the notice to proceed. \* The time stated for completion shall include final cleanup of the premises.

\*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$35.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449).

However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services



Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
  - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (4) A summary of the rationale for award;
  - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
  - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
- Name-----
- TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.
- (2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

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(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --



(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is

determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will

be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_x\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

\_\_\_ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_(iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

x (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

\_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_\_\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

\_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

\_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_\_\_x\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after

any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) General. (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;



(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees    Avg. Annual Gross Revenues

\_\_\_\_ 50 or fewer    \_\_\_\_ \$1 million or less

\_\_\_\_ 51 - 100    \_\_\_\_ \$1,000,001 - \$2 million

\_\_\_\_ 101 - 250    \_\_\_\_ \$2,000,001 - \$3.5 million

\_\_\_\_ 251 - 500    \_\_\_\_ \$3,500,001 - \$5 million

\_\_\_\_ 501 - 750    \_\_\_\_ \$5,000,001 - \$10 million

\_\_\_\_ 751 - 1,000    \_\_\_\_ \$10,000,001 - \$17 million

\_\_\_\_ Over 1,000    \_\_\_\_ Over \$17 million

(End of provision)

#### 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

#### 52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent

that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

#### 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☒ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (☐ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

☒ 252.225-7021 Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

\_\_\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

\_\_\_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (\_\_\_\_\_Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

\_\_\_\_\_ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

\_\_\_\_\_ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

\_\_\_\_\_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

\_\_\_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

\_\_\_\_\_ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

\_\_\_\_\_ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

\_\_\_\_\_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_\_\_Alternate I) (MAR 2000) (\_\_\_\_\_Alternate II) (MAR 2000).

\_\_\_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

#### WAGE RATES

WAGE DETERMINATION NO: 94-2353 REV (19) AREA: NJ,NEWARK

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL  
WD: 94-2354\*\*

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF  
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross | Wage Determination No.: 1994-2353  
Director | Division of | Revision No.: 19 sg 2004 bens 7/12/04  
Wage Determinations | Date Of Revision: 06/05/2003

State: New Jersey

Area: New Jersey Counties of Essex, Hudson, Morris, Sussex, Union

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
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01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.82
01012 - Accounting Clerk II	15.11
01013 - Accounting Clerk III	15.32
01014 - Accounting Clerk IV	17.35
01030 - Court Reporter	17.51
01050 - Dispatcher, Motor Vehicle	17.32
01060 - Document Preparation Clerk	14.45
01070 - Messenger (Courier)	11.70
01090 - Duplicating Machine Operator	13.14
01110 - Film/Tape Librarian	15.22
01115 - General Clerk I	11.70
01116 - General Clerk II	13.09
01117 - General Clerk III	14.45
01118 - General Clerk IV	18.34
01120 - Housing Referral Assistant	19.92
01131 - Key Entry Operator I	12.28
01132 - Key Entry Operator II	13.03
01191 - Order Clerk I	13.63
01192 - Order Clerk II	17.61
01261 - Personnel Assistant (Employment) I	14.27
01262 - Personnel Assistant (Employment) II	16.56
01263 - Personnel Assistant (Employment) III	18.70
01264 - Personnel Assistant (Employment) IV	20.22
01270 - Production Control Clerk	18.38

01290 - Rental Clerk	15.92
01300 - Scheduler, Maintenance	16.92
01311 - Secretary I	16.92
01312 - Secretary II	19.21
01313 - Secretary III	19.92
01314 - Secretary IV	23.33
01315 - Secretary V	23.63
01320 - Service Order Dispatcher	17.28
01341 - Stenographer I	17.71
01342 - Stenographer II	19.06
01400 - Supply Technician	23.33
01420 - Survey Worker (Interviewer)	15.85
01460 - Switchboard Operator-Receptionist	13.40
01510 - Test Examiner	19.21
01520 - Test Proctor	19.21
01531 - Travel Clerk I	12.64
01532 - Travel Clerk II	13.72
01533 - Travel Clerk III	14.84
01611 - Word Processor I	13.27
01612 - Word Processor II	14.89
01613 - Word Processor III	16.62
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.03
03041 - Computer Operator I	16.53
03042 - Computer Operator II	17.24
03043 - Computer Operator III	21.11
03044 - Computer Operator IV	23.54
03045 - Computer Operator V	26.08
03071 - Computer Programmer I (1)	19.67
03072 - Computer Programmer II (1)	23.39
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.37
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	16.53
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.38
05010 - Automotive Glass Installer	22.49
05040 - Automotive Worker	22.49
05070 - Electrician, Automotive	22.47
05100 - Mobile Equipment Servicer	20.54
05130 - Motor Equipment Metal Mechanic	24.46
05160 - Motor Equipment Metal Worker	22.49
05190 - Motor Vehicle Mechanic	24.48



05220 - Motor Vehicle Mechanic Helper	19.81
05250 - Motor Vehicle Upholstery Worker	21.52
05280 - Motor Vehicle Wrecker	22.49
05310 - Painter, Automotive	23.62
05340 - Radiator Repair Specialist	22.49
05370 - Tire Repairer	17.92
05400 - Transmission Repair Specialist	24.63
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	10.40
07010 - Baker	12.59
07041 - Cook I	11.57
07042 - Cook II	12.59
07070 - Dishwasher	9.45
07130 - Meat Cutter	16.37
07250 - Waiter/Waitress	9.98
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	20.95
09040 - Furniture Handler	15.93
09070 - Furniture Refinisher	20.95
09100 - Furniture Refinisher Helper	17.68
09110 - Furniture Repairer, Minor	19.20
09130 - Upholsterer	20.95
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.59
11060 - Elevator Operator	11.57
11090 - Gardener	13.95
11121 - House Keeping Aid I	11.21
11122 - House Keeping Aid II	11.96
11150 - Janitor	12.41
11210 - Laborer, Grounds Maintenance	12.59
11240 - Maid or Houseman	11.21
11270 - Pest Controller	14.02
11300 - Refuse Collector	11.96
11330 - Tractor Operator	14.95
11360 - Window Cleaner	12.22
12000 - Health Occupations	
12020 - Dental Assistant	14.85
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.72
12071 - Licensed Practical Nurse I	10.53
12072 - Licensed Practical Nurse II	16.83
12073 - Licensed Practical Nurse III	18.85
12100 - Medical Assistant	12.98
12130 - Medical Laboratory Technician	14.28
12160 - Medical Record Clerk	13.04
12190 - Medical Record Technician	14.92

12221 - Nursing Assistant I	7.83	
12222 - Nursing Assistant II	9.12	
12223 - Nursing Assistant III	10.11	
12224 - Nursing Assistant IV	11.32	
12250 - Pharmacy Technician	12.79	
12280 - Phlebotomist	11.30	
12311 - Registered Nurse I	17.99	
12312 - Registered Nurse II	26.88	
12313 - Registered Nurse II, Specialist	26.88	
12314 - Registered Nurse III	32.53	
12315 - Registered Nurse III, Anesthetist	32.53	
12316 - Registered Nurse IV	38.87	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	23.59	
13011 - Exhibits Specialist I	19.70	
13012 - Exhibits Specialist II	24.34	
13013 - Exhibits Specialist III	26.47	
13041 - Illustrator I	17.06	
13042 - Illustrator II	21.07	
13043 - Illustrator III	22.92	
13047 - Librarian	26.65	
13050 - Library Technician	15.85	
13071 - Photographer I	19.12	
13072 - Photographer II	19.35	
13073 - Photographer III	23.90	
13074 - Photographer IV	26.00	
13075 - Photographer V	31.05	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	8.81	
15030 - Counter Attendant	8.81	
15040 - Dry Cleaner	11.00	
15070 - Finisher, Flatwork, Machine	8.81	
15090 - Presser, Hand	8.81	
15100 - Presser, Machine, Drycleaning	8.81	
15130 - Presser, Machine, Shirts	8.81	
15160 - Presser, Machine, Wearing Apparel, Laundry	8.81	
15190 - Sewing Machine Operator	11.68	
15220 - Tailor	12.35	
15250 - Washer, Machine	9.64	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	18.22	
19040 - Tool and Die Maker	27.34	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	16.97	
21020 - Material Coordinator	17.74	

21030 - Material Expediter	17.74	
21040 - Material Handling Laborer	11.22	
21050 - Order Filler	12.45	
21071 - Forklift Operator	15.63	
21080 - Production Line Worker (Food Processing)		16.77
21100 - Shipping/Receiving Clerk	12.89	
21130 - Shipping Packer	13.34	
21140 - Store Worker I	11.69	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)		14.60
21210 - Tools and Parts Attendant	18.10	
21400 - Warehouse Specialist	18.10	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	21.74	
23040 - Aircraft Mechanic Helper	18.78	
23050 - Aircraft Quality Control Inspector	26.11	
23060 - Aircraft Servicer	20.39	
23070 - Aircraft Worker	21.32	
23100 - Appliance Mechanic	20.95	
23120 - Bicycle Repairer	17.92	
23125 - Cable Splicer	28.55	
23130 - Carpenter, Maintenance	26.29	
23140 - Carpet Layer	20.07	
23160 - Electrician, Maintenance	28.33	
23181 - Electronics Technician, Maintenance I		15.18
23182 - Electronics Technician, Maintenance II		23.05
23183 - Electronics Technician, Maintenance III		24.00
23260 - Fabric Worker	19.20	
23290 - Fire Alarm System Mechanic	23.66	
23310 - Fire Extinguisher Repairer	18.55	
23340 - Fuel Distribution System Mechanic	23.66	
23370 - General Maintenance Worker	17.74	
23400 - Heating, Refrigeration and Air Conditioning Mechanic		23.66
23430 - Heavy Equipment Mechanic	23.66	
23440 - Heavy Equipment Operator	24.81	
23460 - Instrument Mechanic	23.66	
23470 - Laborer	12.49	
23500 - Locksmith	20.95	
23530 - Machinery Maintenance Mechanic		20.80
23550 - Machinist, Maintenance	19.79	
23580 - Maintenance Trades Helper	14.62	
23640 - Millwright	23.66	
23700 - Office Appliance Repairer	20.95	
23740 - Painter, Aircraft	20.95	
23760 - Painter, Maintenance	24.09	
23790 - Pipefitter, Maintenance	25.00	

23800 - Plumber, Maintenance	21.98	
23820 - Pneudraulic Systems Mechanic		23.66
23850 - Rigger	23.66	
23870 - Scale Mechanic	20.07	
23890 - Sheet-Metal Worker, Maintenance		22.96
23910 - Small Engine Mechanic	20.07	
23930 - Telecommunication Mechanic I		23.66
23931 - Telecommunication Mechanic II		24.58
23950 - Telephone Lineman	23.66	
23960 - Welder, Combination, Maintenance		18.97
23965 - Well Driller	23.86	
23970 - Woodcraft Worker	23.66	
23980 - Woodworker	18.55	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	11.78	
24580 - Child Care Center Clerk		14.82
24600 - Chore Aid	9.69	
24630 - Homemaker	18.18	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	23.66	
25040 - Sewage Plant Operator		20.95
25070 - Stationary Engineer	23.66	
25190 - Ventilation Equipment Tender		17.68
25210 - Water Treatment Plant Operator		20.95
27000 - Protective Service Occupations		
(not set) - Police Officer	28.67	
27004 - Alarm Monitor	15.41	
27006 - Corrections Officer	24.11	
27010 - Court Security Officer		25.03
27040 - Detention Officer	24.11	
27070 - Firefighter	27.25	
27101 - Guard I	10.89	
27102 - Guard II	14.31	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer		19.53
28020 - Hatch Tender	19.53	
28030 - Line Handler	19.53	
28040 - Stevedore I	17.74	
28050 - Stevedore II	19.30	
29000 - Technical Occupations		
21150 - Graphic Artist	21.02	
29010 - Air Traffic Control Specialist, Center (2)		30.86
29011 - Air Traffic Control Specialist, Station (2)		21.27
29012 - Air Traffic Control Specialist, Terminal (2)		23.44
29023 - Archeological Technician I		17.63

29024 - Archeological Technician II	19.81	
29025 - Archeological Technician III	24.47	
29030 - Cartographic Technician	24.47	
29035 - Computer Based Training (CBT) Specialist/ Instructor		27.80
29040 - Civil Engineering Technician	23.06	
29061 - Drafter I	10.77	
29062 - Drafter II	19.56	
29063 - Drafter III	19.81	
29064 - Drafter IV	24.47	
29081 - Engineering Technician I	15.65	
29082 - Engineering Technician II	17.60	
29083 - Engineering Technician III	21.45	
29084 - Engineering Technician IV	23.37	
29085 - Engineering Technician V	25.55	
29086 - Engineering Technician VI	30.52	
29090 - Environmental Technician	21.65	
29100 - Flight Simulator/Instructor (Pilot)	30.38	
29160 - Instructor	25.31	
29210 - Laboratory Technician	20.41	
29240 - Mathematical Technician	24.47	
29361 - Paralegal/Legal Assistant I	17.45	
29362 - Paralegal/Legal Assistant II	21.79	
29363 - Paralegal/Legal Assistant III	23.79	
29364 - Paralegal/Legal Assistant IV	27.36	
29390 - Photooptics Technician	24.47	
29480 - Technical Writer	28.88	
29491 - Unexploded Ordnance (UXO) Technician I		19.61
29492 - Unexploded Ordnance (UXO) Technician II		23.73
29493 - Unexploded Ordnance (UXO) Technician III		28.44
29494 - Unexploded (UXO) Safety Escort		19.61
29495 - Unexploded (UXO) Sweep Personnel		19.61
29620 - Weather Observer, Senior (3)	20.72	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)		18.66
29622 - Weather Observer, Upper Air (3)	18.66	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	15.07	
31260 - Parking and Lot Attendant	8.91	
31290 - Shuttle Bus Driver	13.38	
31300 - Taxi Driver	11.79	
31361 - Truckdriver, Light Truck	13.38	
31362 - Truckdriver, Medium Truck	15.26	
31363 - Truckdriver, Heavy Truck	19.60	
31364 - Truckdriver, Tractor-Trailer	19.60	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	10.51	

99030 - Cashier	9.74	
99041 - Carnival Equipment Operator		11.85
99042 - Carnival Equipment Repairer		12.37
99043 - Carnival Worker	10.14	
99050 - Desk Clerk	11.86	
99095 - Embalmer	22.00	
99300 - Lifeguard	10.59	
99310 - Mortician	24.20	
99350 - Park Attendant (Aide)	13.34	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		11.86
99500 - Recreation Specialist	16.52	
99510 - Recycling Worker	14.48	
99610 - Sales Clerk	11.29	
99620 - School Crossing Guard (Crosswalk Attendant)		10.27
99630 - Sport Official	10.59	
99658 - Survey Party Chief (Chief of Party)		18.93
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		17.21
99660 - Surveying Aide	12.55	
99690 - Swimming Pool Operator	15.06	
99720 - Vending Machine Attendant	13.18	
99730 - Vending Machine Repairer	15.06	
99740 - Vending Machine Repairer Helper	13.18	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 (sg) a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

**Conformance Process:**



The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.